1897-035 Chancery Causes: Hampton & Smith] vs. S. Bailey & Co]
Lee Co

Hampton, Smith, Bailey, Shepperson, Gilpen, Richmond,
Yeary, Sutton, Fulkerson, Yarborough, Greenley, Woolverton

CA- Debt
T- Property

To the Honorable W.T.Miller Judge of the Circuit Court of Lee County:

Humbly complaining your Orators, James Hampton and Joseph D. Smith, partners doing business under the firm name of Hampton & Smith will respectfully show to your Honor, that S.Bailey and W.T.Shepperson, partners doing business under the firm name of S.Bailey & Co. are indebted to them in the sum of Three hundred ($300.00) dolars which became due and payable on the 15th day of November 1895, that the said S.Bailey and W.T.Shepperson are non-residents of the State of Virginia, that they have have estate property and effects situated in Lee County Virginia, that they are removing or are about to remove their estate or the proceeds of the sale thereof, or a material part of said estate or the proceeds of the sale thereof from this State so that process of execution on a judgement obtained by the ordinary course of law would be unavaili ng; that said debt of three hundred dollars in justly due and owing, that it became payable at the time above mentioned, that said sum of three hundred dollars is due and owing to them by the said S.Bailey and Company for work and labor done for them and ~~EEEZ~~ at their special instance and request, in peeling tanbark. Now the object of this bill is to collect said debt of three hundred dollars, to attach the estate and effects of the said S.Bailey & Co. situated in Lee County Virginia and subject them to the payment of this debt, and being without adequate remedy at law, they pray your honor's court of chancery to take cognizance of their cause and grant them proper relief, and to this end they pray that S.Bailey and W.T.Shepperson partners doing business under the firm name of S.Bailey & Co. be made the parties defendant to this bill and that they be required to answer the same, but they need not answer under oath, that being expressly waived, that an order of publication be duly made posted and published against said non-residents, that the property of the said S.Bailey & Co situated in this County be attached and held subject to the payment of this debt, that a decree be given them for the full amount due them, and said attached property be sold for the payment thereof, and for full relief both special and general. May Spa. issue &c.

Hampton & Smith by Attorneys

Pennington Bros. & Duncan & Hyatt Attys

Hampton & Switch

vs Bill

S. Bailey & Co

1896 1st Oct rules bill filed
Sp. Ad. as to W. T. Shepperson
D. N. as to him & O. P.
for non resident
" 2nd Oct rules D. N. Cont'd
as to W. T. Shepperson &
Cont'd as to non resident
O P to complete
" 1st Nov rules taken the
last monday in Oct
O P Complete & Cause
set for hearing.

To the Honorable W.T.Miller, Judge of the Circuit Court for Lee County, Virginia:

The answer of S.Bailey and W.T.Shepperson, partners trading under the firm name and style of S.Bailey & Co., to a bill filed against them by James Hampton and Joseph B.Smith, partners doing business under the name and style of Hampton & Smith.

Resppondents would state that the nature and character of their business, their location and residence, are fully set out in their answer to a bill fled against them by H.C.T.Richmond, to which reference is here made for the facts therein stated.

These respodents would state that during the year 1895 they employed W.E.Yeary and _____ Bowen, doing business under the firm name and style of Yeary & Bowen to peal for these defendants a lot of tan bark, for which these respondents were to pay the said Yeary & Bowenn three dollars and fifty cents per cord for said bark, when pealed and put on board the cars. They have understood and believe it to be true that said Yeary & Bowen employed the said Hap Hamption & Smith to peal bark for them, and at the request of the said Yeary & Bowen these respondents paid various sums of money at different times to the said Hampton & Smith, which they understood represented one dollar per cord for bark pealed by them. And the said Yeary & Bowen requested these respondents to retain one dollar per cord for the said Hampton & Smith at these several times specified, but these respondents acted only as directed by Yeary & Bowen They had nothing whatever to do with Hampton & Smith, never employed them to peal any bark, never undertook or agreed to pay for the bark pealed for Yeary & Bowen. When the money was due under their contract to Year and Bowen, they did not care to whom they paid it. and they only paid it as a part due to Yeary & Bowen. They therefore deny that they owe the plaintiffs three hundred dollars or any part thereof, or any other s um. At the close of the year 1895, there was a quantity of bark left over, possibly one hundredand twe twenty five cords or more. In the mean time Yeary & Bowen had failed, and were not able to comply with their contract. These respondents then undertook with Yeary & Bowen to get the bark left

over out of the woods, ship it, pay themselves for the expenses the thereof, and then pay to Yeary & Bowen the res idue. This was done in the year 1896. In the mean time the bark had greatly damaged, and when marketed, did not pay the expenses incident to shipment. Respondent unders tood that this bark had been pealed by the plamntiffs or their employees. But whether or not Yeary & Bowen had then or have since paid the plaintiffs they have no knowledge.

Res pondent again reiterates that they pos itively deny having any contract with the plaintiffs or agreement to pay Yeary & Bwoen for them. They are advised that if they hadso promised unless they had done so in writing, it would be void under the Statute and not binding.

And now havig fully answered they pray to hence dismissed with their costs.

G. W. Faulkberry
Ardemare & Sewell

15. 8. 86

J. Bailey et al

ads Answer

Hampton & Smith

Hampton & Smith

vs.

S.Bailey & Co.

This cause came on this the 15th day of June 1897, to be heard on the bill of the compainants and exhibits therewith the answer of the defendants and general replication thereto, the deposition of witnesses and exhibits therewith and was argued by counsel, on consid eration whereof ~~IXXIX adjudged ordered and decreed~~ the Court is of opinion that the complainants have failed to show by a preponderance of proof that the defendants undertook and agreed to pay the plaintiffs one dollar per cord for all the bark peeled by them as separate and independant contract from the contract entered into between said Plaintif and Yeary and Bowen, but the Court is further of opinion that the said defendants S.Bailey & Co. did undertake and assume to pay the Plaintiff for Yeary and Bowen for all the bark received and shipped by said defendants under their contract with the said Yeary and Bowen, and it appearing to the Court that said defendants did receive and ship in the spring of 1896, of the bark peeled by said Plaintiffs, 134 cords and 101 feet of bark for which they have not paid, and that said Plaintiffs are entitled to one dollar per cord for peeling the same, it is therefore adjudged ordered and decreed that the Plaintiffs, James Hampton and Jose eh D.Smith recover of the dfendants S.Bailey and W.T.Shepperson partner doing business under the firm name of S.Bailey & Co. the sum of One hun dred and thirty four dollars and 79 cents with interest theron from the 15th day of March 1896 till paid, and it is further ordered and decreed that each party pay one half of the costs of this suit for which said sum of money and said costs executions may issue and this cause is stricken from the doceket

Hampton & Smith

vs. } Decree

S. Bayley et al.

Final Decree

Eq. C. O.B. No. 6 p. 234

Entered this Decree

W. T. W.

June 15th 1897.

12
33
1396

Copied & Returned

The depositions of Thomas Gilpen

James Hampton, J. D. Smith

taken before me H. C. T. Richmond Jr. a notary Public in and for the county of Lee and State of Virginia, by agreement of the parties, at Ewing, Va., on the 5th day of April, 1897, to be read as evidence on behalf of the Complainants in ~~the~~ a chancery cause ~~of~~ now pending in the Circuit court for Lee county, wherein ~~James~~ Hampton and J. D. Smith are complainants and S. Bailey and H. P. Shepperson are defendants:

Present G. H. Salisbury atty. for defendants & E. H. Pennington atty for Complainants:

Thomas Gilpen a witness of lawful age after being duly sworn deposes as follows:

ques 1 What is your name, age, and residence.

Ans My name is Thomas Gilpen, my age is 49 years, and I reside ~~at~~ in Bell Co., Ky.

ques 2 Are you acquainted or know any of the parties to this suit?

Ans I am acquainted with the complainants and H. P. Shepperson, one of the defendants.

ques. 3 Do you know of the plaintiffs peeling any tan bark for the defendants; if so when and where?

Ans. I do know of plaintiffs peeling tan bark for defendants near Ewing Post. in Lee County on the South side of

Cumberland Mountain. This bark was peeled in the Months of April & May, 1895.

Ques. 4 What became of the bark so peeled by plaintiffs?

Ans. A part of it was put on the cars and shipped and a part of it picked up in the woods. I don't know where it was hauled or whether it has all been hauled away or not yet.

Ques. 6 How much was picked up in the woods, and who directed it to be picked up and where was it picked up?

Ans. I think it was picked up in the woods in August & September, 1895. Mr. Shufpersan directed it to be picked up there. I measured up the bark after it was picked up and made it 296½ cords.

Ques. 7 If Mr. Shufpersan gave any reason for having said bark picked up in the woods, State what it was?

Ans. 7 I heard him say he would not sell it at the prices he wanted for it and also so as to get the Dummy line to it.

Ques. 8 Were any other persons with you when you measured up this bark? if so, who?

Ans. Joe Yary and Ed Eldridge were with me. I don't remember any one else being along.

Ques. 9 Who employed you to measure this bark?

Ans. Mr. Hampton one of the plaintiffs.

Ques. 10 In How many places was this bark picked, and how far from a dummy line.

Ans. There were seven piches of the bark and rock at a different place? Two piches of this bark was in 10 to 15 feet of a dummy line and the balance of the seven piches were scattered along on the way the dummy line was supposed to afterwards be constructed. The farthest not farther than a mile. I don't know whether the dummy line was ever built out to the farthest of it or not.

Ques. 10 What became of the bark you measured if you know?

Ans. I don't know. I moved away from the neighborhood before any thing was done with it? I moved away to where I now live in Nov. 1895. The bark I measured was standing where it was picked when I moved away.

Ques. 11 Did you ever hear any contract or agreement made between the plaintiffs and defendants concerning the plaintiffs peeling tan bark? If so when and where was the contract or agreement made and what was the agreement between them?

Ans. I heard some talks between Mr. Hampton and Mr. Shufpersan in Mr. H. C. J. Richmonds store at Ewing, Va. This was along about the 1st of April, 1895. I heard Shufpersan tell Mr. Hampton that he would retain $1.00 per cord from Yary & Bowen to pay Mr. Hampton for peeling the bark. I don't remember hearing any thing more said between them.

Ques. 12. To refresh your memory: in this conversation did you not hear Mr. Hampton or Smith one tice Mr. Shepperson, that they would not peal any of the bark under any contract with Yeary & Bowen; that if he Shepperson would not agree to pay for the bark and they work for S. Baily &c, that they would not peal a particle of the bark; and then did not Mr. Shepperson say if Yeary & Bowen would authorize S. Baily &c to ~~pay~~ pay Hampton & Smith $1.00 per cord for pealing that he would agree to ~~pay~~ let them peal ~~the~~ bark and pay them for it at the rate of $1.00 per cord for pealing; or words to that effect

Ans. I heard Mr. Hampton & Mr. Smith say they would not peal the bark under Yeary & Bowen's contract; that they had their wagons loaded with provisions & stuff to go to Pennington Gap to peal bark there, that they would not peal any of this bark unless he would stand good for their pay. Mr. Shepperson told them to go ahead to pealing the bark that he would retain $1.00 per cord from Yeary & Bowen to pay them for their work. They appeared to be satisfied with this and went to work pealing the bark. I remember hearing nothing more between them.

13. At the time you heard the aforesaid conversation had Hampton & Smith peeled any of the bark?

Ans. No, Sir:- except four trees.

Ques 14 Who was present when you heard the above conversation?

Ans. Mr. Hampton, Mr Smith, Mr Shepperson & Mr. Richmond & H.T.B.

X Examined by S W Tulsby for defendants S Bailey & Co.

Q 1 Where did you live in 1895

Ans. At, or near Ewing Lee Co Va, part of the time

Q 2 Who did you work for in April 1895

Ans I worked for Hampton & Smith

Q 3 What kind of work did you do in April 1895.

Ans. I worked in Tanbark some in ties some and fence and a little.

Q 4 Who besides yourself worked in peeling bark for Hampton & Smith in April 95?

Ans I could not tell you 15 or 20

Q 5 How do you know Hampton & Smith was working for the defts. S. Bailey & Co

Ans I heard them say so Mr Hampton & Mr Smith?

Q 6 Is that the only way you know it;

Ans. Yes sir, and the Contract I heard between them.

Q 7 Is the Contract that you have mentioned in your direct examination the only Contract you know of between pltff & defendants

Ans That is the only Contract that I know of

Q 8 Then as a matter of fact, Hampton & Smith was working under a Contract than Jerry Borden had with defts

Is that not true

Ans. No Sir.

Q 9 Do you know of your own person knowledge that they were not.

Ans. Only as I have stated heretofore the Conversation & Contract that I heard between Mr Hampton & Mr Shippengers.

Q 10 You have stated that there was a few trees pulled before you hear what you term as a Contract between Shippenson & Hampton, under whose Contract was these few trees pulled

Ans I dont know, they (Hampton & Smith) sent us to the woods to work, after we made some boards we cut & pulled four trees without any order.

Q 11 How did you know they wanted you to pull back?

Ans. They (Hampton & Smith) was building Shanties there & said it was the timber they intended to pull

Q. 12 This was before you heard the Conversation, you have spoken of in your direct examination, which you call a Contract, was not?

Ans. Yes Sir this was before that.

Q 13 How Many Shanties had they built

Ans. They had started two.

Q 14 About what time in the month was this

Ans. I was between the 5th and 15 of April 1895.

Q 15 Where, or how near the Shanties did you live then.

Ans I lived in about three hundred yard. Of where the Shanties were being built then

Q 16 What did you do next day?

Ans. to 16 I think we went to work at the Shanties Next day.

Q 17 Did you complete the Shanties before you did anything else.

Ans No Sir.

Q 18 When did you complete them

Ans A day or so after commencing to pull bark.

Q 19 Was you a witness for Hampton & Smith in trial of this case in the County Court

Ans. No Sir

Q 20 Why not.

Ans I was a witness to Jonesville but it was not tried.

Q 21 When was this.

Ans I dissmember

Q 22 How did you happen to come from my to this place today.

Ans I was sent for by Mr Hampton

Q 23 You were not summoned were you.

Ans No Sir.

Q 24 Who handled the bark, to pick it

Ans Mr Jeary & Mr Nor. Jon Nor and Carl Jeary.

Q 25 Was this the firm of Jeary & Nor who ~~did~~ had a bark Contract with Deff

Ans. They were acting as a firm, they was not pulling but handling bark.

Q 26 Who were they handling for.

Ans I dont know, they did the person.

Q 27 If they were handling the bark pulled by Hampton & Smith, ~~ans~~ is it not true that they were handling for Hampton & Smith

Ans. No Sir.

Q 28 How long have you known Mr Shippenson of the firm of S. Bailey & Co

Ans. Sing about March 95.

Q 29 When did you meet him

Ans. I met him at Ewing Va.

Q 30 Under what rules or measurement did you measure the bark,
Ans. 128 feet to the cord
Q 31 Under the contract with Jeffs & Delfs were they (Delfs) to accept the bark under your measurement or how,
Ans No Sir there was nothing said about it
Q 32 How were the Delfs to pay Jeffs & when,
Ans I disremember if I ever heard
Q 33 Is it not a fact that all you know about this contract that you got it from Hampton & Smith.
Ans No Sir I hear Shepperson say that he would retain $1.00 on each cord to pay them.
Q 34 Retain from what,
Ans retain from Geary & Bowen.
Q 35 When did you leave here. in 95
Ans Nov,
Q 36 Was the bark all or piled up then,
Ans I think it was about all piled
Q When did Shepperson tell you he could not sell his bark,
Ans I hear him speak to Geary & Nov, that the price of bark had gone down that he could not ship it at that time, I do not think there was any crowds present, I think it was about the first of Sept. 95.
Q Why was he telling them,
Ans. they were doing the hauling he said he would haulk it Chalfin or Dunning their wagons.
And further this deponent saith not

Thos Gilpin

Wit claim
1 day .50
Mileage
24 miles .96
Defts object to mileage as he has not summoned.

James Hampton another witness

of lawful age after being duly sworn deposes as follows:

Ques 1 Give your name, age, residence & connection with this suit:

Ans. My name is James Hampton, I am about 50 years old; I reside in Lee County, Va. about 1½ miles from Ewing depot; and I am one of the plaintiffs in this suit.

Ques 2 Do the defendants, S. Bayley & Co owe you and J. D. Smith any sum of money? If so how much, for what and when did it become due?

Ans Said defendants do owe us ~~the~~ $300.00, for peeling for them tan bark on the south side of Cumberland mountain in this County and near Ewing depot. ~~They~~ was to pay it monthly, what was shipped in one month was to be paid for the month next after.

Ques. 3 Did you & J. D. Smith have any contract with said defendants concerning ~~the~~ peeling of said bark? If so what was the contract, when and where made?

Ans We did have a contract concerning the peeling of said bark. It was made in H. C. P. Richmond's store; and along about the 1st of April 1895. By the terms of this contract he (H. P. Shelfpusan) was to pay us $1.00 per cord for the peeling & setting the same up against the

log, where peeled.

Ques. 4 All the bark you peeled under your contract, have you been paid any sum; and if so who has paid you?

Ans. We have been paid some, by checks I think signed by S. Bailey & Co.

Ques. 5 When were you paid the last on this bark peeling?

Ans. I can't tell exactly what time it was; it was in 1895, and might have been in Sept. or Oct. of that year

Ques 6. Do you remember how much was paid you at the last payment of S. Bailey & Co.?

Ans. No. Sir.

Ques. 7 Do you know any thing about S. Bailey & Co. in 1895 stopping shipping the bark peeled by you? If so when did they stop shipping?

Ans. Mr. Shipperson told me he was going to stop shipping the bark as he could not afford to take for it for what he could at that time get for it. I think this was in August or Sept. 1895; and he said he was going to have it picked up and hold it over for another year; and after I heard him say this or about the time they began picking it, it all was picked up in the woods and in a field. Carl Yancy & Joe Moe (or Lee) did the work of picking

Ques. 8 Have you and J. D. Smith been paid any thing for the peeling of the

bark that was picked up in the woods & field?

Ans. No Sir.

Ques 9 Have the defendants shipped away any part of the bark that was picked up? If so when was it shipped and how much of it? if not all of it has not been shipped.

Ans. All of it has not been shipped. A part of it. I don't know how much of it was shipped in the Summer or Spring of 1896.

Ques. 10 Have you received paid any thing ~~for~~ on these last shipments made in 1896.

Ans. No Sir.

Ques. 11 Of that part of the bark that was picked up and not since picked been shipped, tell where it is or what has become of it?

~~Ques~~ Ans Some of it has been burned up. Some of it hauled to Ewing depot and some of it is yet where it was picked up and some of it scattered first in one place another.

Ques. 12 Do you burn any of it; scatter it or haul it away?

No Sir.

Ques. 13 Who was present when you & Mr. Smith made your contract with Mr. Shuppersun concerning the peeling of this bark?

Ans. 14 H. C. T. Richmond, J. D. Smith, Thomas Gilpin, myself and Mr. Shuppersun.

Ques. 14 Did not Mr. Shuppersun want you to work under a contract with Yeary & Bowen & did you not decline to do so, and tell him you would not

peel the bark unless he would contract with you and a great pay you himself?

~~Ans~~

The above question and answer is objected to because same is leading and incompetent.

Sulsbery for deft.

~~Ques~~ Yes Sir.

Ques 14 After you had made your contract with Mr. Shuppersun did he not procure from Yeary & Bowen the exhibit 13 filed in Mr. Shuppersons deposition and give the same to you.

Ans. He gave it to Mr. Smith I think.

Ques 15 Before you made your contract with Mr. Shuppersun at Mr. Richmond's, did you and he not had some talk about you peeling the bark?

Ans Mr had had conversations before this some two or three times. Mr. Shuppersun brought his men to my house to board and said he would arrange it for me to peel it, that he wanted me to do it.

Ques. 16 Do you know or remember any thing about the cutting of the four trees mentioned by Mr. Gilpin & building the "shacks"? If so tell about it and why it was done?

Ans. It was understood we were to do the work and I told him to cut some trees and try the bark to see how it would peel.

Ques. 17 Why was it, if you understood you were to do the work, that you

afterwards took Mr. Shiffersan to Richmands Store & there make a contract with him.

Ans. 18 Mr. Richmand ~~tol~~ was to run us while we were at work and he said he would not do it unless Mr. Shiffersan would contract with to do the work and pay us. & Mr. Shiffersan was to pay Mr. Richmand for us what he had paid us and then pay us the balance if any thing. I don't remember any other reason.

Ques. 19 Did not Mr. Richmand tell you if he was to run you while getting out the bark he wanted to know that your contract was such that it would be binding on Mr. Shiffersan

The last question and any answer that may be made thereto, is objected to because it is leading and irrelevant

G.W. Sulsbery att
for defendants

Ans. Yes Sir.

X Examined by Sulsbery for defts.

Q 1 How much did you sue for in the County Court?

Ans. $225.00 the first time.

Q 2 How come you to make this suit for $300.00

Ans. I sued him the first to bring him to a settlement & this time for amount he owed.

Q 3 Have you any account or books showing the amount that deft. owes you?

Ans. I have no book nor account of it.

Q 4 How did you determine how much was due you

Ans. I measured the bark & had others to do so

Q 5 The last payment was in full of all S. Bailey the owed you at that time was it?

Ans. Yes Sir.

Q 6 Have you all the papers and receipts that was passed between S. Bailey Bro & Geary & Bowen and yourselves?

Ans. I dont know whether I have them all or not, I dont know for sure.

Q 7 Has Mr Smith your partner got any of the Geary & Bowen papers?

Ans. He may have.

Q 8 Where is the contract between your firm and Geary & Bowen?

Ans I dont know.

Q 9 You did have a written contract with Geary & Bowen did you?

Ans Yes Sir.

Q 10 Was that with reference to peeling this same bark that this suit is about?

Ans Yes Sir.

Q 11 Where is that contract.

Ans I dont know I think Mr Richmond has it.

Q 12 What was that contract.

Ans I dont know.

Q 13 At the time you claim to have made a contract with Shepperson, had S. Bailey Bro, then a contract with Geary & Bowen to peel this Bark.

Ans They had a contract but I never saw it dont know what it was.

Q 14 Now as a matter of fact Mr ~~Smith~~ Hampton is it not true, that S. Bailey Bro had made a contract to have all this Bark peeled, & with Geary & Bowen, and you had a contract in writing with Geary & Bowen, as subcontractors, and peeled the Bark Bur-on under them?

Ans. They had a contract, S. Bailey Bro with Geary & Bowen to I heard, Mr. Hampton & Smith had a contract with Geary & Bowen, but we did not work under it, because Mr Richmond would not run under them and we came over here and

nor Shepperson contracted with us to retain a $1.00 on the Cord and pay same to us himself.

Q 15 When he Shepperson was to pay you a $1.00 on the Cord, to be retained from the contract that Geary & Bowen had with S. B & Co, is that right?

Ans Yes Sir.

Q 16 Then there was nothing due you, except as same was due Geary & Bowen from S. Bailey Bro

~~Ans~~ Ans. It was due me & Mr Smith, and not Geary & Bowen

Q 17 Hampton & Smith got the money as indicated in Check as ex. 7 to Mr Shepperson's deposition did you? Which I now show & read to you.

Ans It might have been paid here.

Q 18 When was Bailey Bro to pay you & Smith

Ans They was to pay us Monthly, what shipped in this month to be paid next month.

Q 19 Then there was nothing until the Bark was shipped is that right?

Ans. He (Shepperson) was to pay us Monthly on returns of the Car.

Q 20 Then as I understand, you was to take return measure is that right?

Ans Yes Sir was to be paid by return Measure.

Q Then how can you tell that there has been shipped 300 Cords according to return measure that you have not been paid for?

Ans When I got that bark peeled I was done with it.

The above question is objected to because it assumes that witness has said 300 cords have been shipped & whereas in fact he has only stated a portion of 300 cords were shipped

P Cunningham for Complt.

Q 21 How much of this Bark has been burned and how do you know any of it has.

Ans I dont know how much, but my opinion is about from 5 to 15 cords, I have seen Mr Eldridge coming from rick with it and burning it.

Q 22 Did any one else burn it except Mr Eldridge, and who is Mr E this first name & where does he live.

Ans. I dont know whether any else did or not for fire wood. Dudley Eldridge the lives in poor Valy in this County.

Q 23 When was this Bark shipped.

Ans. It was shipped in the Spring or Summer of 1876.

Q 24 Are you sure that you was paid for the bark shipped in 1875;

Ans I think we have been.

Q 25 Did you ever present an account of what you claimed to be due you and demand payment on it;

Ans. I ~~was~~ never went to him but one day and then time on that day and he refused to pay us for what he shipped in 1876.

Q 26 When did you go to him.

Ans. I do not remember, but it was in the Summer or fall of 1876.

Q 27 How much did you demand of him on that day.

Ans. $100.00 or if not that much due to pay what was due.

Q 28 Was that the last time you went to him.

Ans Yes Sir.

Q 29 Was that just about the time you brought your first suit in 96.

Ans. Just a little before.

Hamilton's deposition cont.

Q 30. The bark had all been shipped at that time had it, I mean the time you went to him last?

Ans. — All shipped but a little, which was on the grounds amounting to a can or two, I give this as my best opinion.

Q 31 — Then how much was in the woods?

Ans. — I dont know, and have no idea.

Re-examined by petitrs. Counsel.

Ques. 1 Was the written contract between you & Smith & Bowen & Yeary ever delivered to you

Ans. I never had in my hands, I don't think.

Ques. 2. After you asked Mr. Richmond to run you, did he note that you he would not do so under the Yeary & Bowen contract that for him to run you. You would have to have a contract with B. Bailey & Co themselves and then you made your contract with Shipperson.

The last question, is seriously objected to

because it is in chief and leading and incompetent. G. W. Lewis by Per Offs.

Ans. Yes Sir.

And further this deponent saith not.

James his × mark Stampton

J. D. Smith a nother witness of lawful age after being duly sworn deposes as follows.

I am one of the plaintiffs in this suit, reside in this county and am 37 years old.

Ques. 1. Do the firm of S. Baily & Co owe the firm of Stampton & Smith any sum of money? If so, how much and for what?

Ans. That firm does owe us $300.00 for peeling tan bark.

Ques. 2. Was there a contract between your firm & S. Baily & Co about peeling this bark? If so, when & where was it made and what was the terms of the contract and cause of the contract to be made. Tell

all about it.

Ans. There was a contract made between our firm and S. Baily & Co about peeling said bark. This contract to the best of my recollection was made between the 1st & 5th of April, 1895, and in H. C. F. Richmonds Store. The terms of the contract was made with W. J. Shipperson for the firm of S. Baily & Co. and thereby they were to pay us $1.00 per cord for each cord peeled and to be paid for monthly, that is what was shipped in one month by S. Baily & Co to be paid us the next month. The reason for making this contract was we had a contract blocked out between Yancy & Bowen and Mr. H. C. F. Richmond would not accept of it and sent us under that contract with Yancy & Bowen which fact I told Shipperson about. Then we came to Mr. Ship

person ~~as~~ above stated

Ques. 3. Was your contract with Mr. Shufferson made separate and independant of the Geary & Bowen contract, or how?

Ans. Yes sir. it was separate & independant from the Geary & Bowen

Ques. 4. Did not Mr. Shufferson insist on you operating and peeling said bark under a contract with Geary & Bowen; if so what did you tell him?

Ans. He did but we told him we could not, because we could not get supplies to run our hands under the Geary & Bowen.

Ques. 5. Who wrote the Geary & Bowen contract and was it ever delivered to either you or Hampton

Ans. Mr. Richmond wrote it, and was never delivered to me

Ques. 6. ~~Whenever~~ When you made

your contract with Shufferson, was any thing said by him as to when he would ship the bark sealed?

Ans. He said he would ship right along regular until the last season went out.

Ques 7. Did he do so.

Ans. He did up to late in the fall of 1895. Then he went to hauling & picking up the bark. I heard no reason assigned for the picking. I was not here then. I don't know how much was picked up. I was on other places attending to other bark

Ques. 8. Has any of the bark picked up afterwards shipped by Defts. If so when & how much?

Ans. ~~I don't know~~ that blank. I don't know personally about it.

Ques. 9. Have you been paid anything since the fall of 1895?

Ans. No. Sir:

Ques. 10. For the peeling done by you. were you paid any portn. If so, who paid it?

Ans. We were paid for all except what was picked up by S. Bailey & Co.

X Examined by G.W. Lundabry for defts.

Q 1st — As a matter of fact, you do not, of your own personal knowledge, know how much bark that was peeled, by you or the firm of Hampton & Smith under their contract with Jeary & Bowen, for S. Bailey & Co, do you?

Ans. — No Sir I do not.

Q 2nd — Do I understand you to say, that there was a portion of the bark left over in the woods until 1876 but you do not know how much there was, is that right;

Ans. — That is correct I do not know how much there was

Q — 3rd — Do you know how much money was paid you by S. Bailey & Co. when I say you I mean Hampton & Smith, that was returned from Jeary & Bowen

Ans. — No Sir I would not answer that Q.

Q 4th — I now show you a writing dated April 8th 1875, signed by Mr Jeary, H.E. Bowen James Hampton & J.D. Smith, and ask you if the names of Smith & Hampton to said writing is yourself and the James Hampton who just testified and you are the same parties as the plaintiffs in this action?

Ans — Yes Sir the names are our own and the same parties who are plaintiffs to this action.

~~Ans~~ Q — 5th — Did you and Mr ~~Smith~~ Jas Hampton sign said contract;

Ans. — Yes Sir I signed it and Mr Hamptons name is to it. we were in here one at a time.

Q 6th I will ask you to file said contract as a part of your depositions and cause same to be marked J.H.S. No 1.

Ans — I file same as a part of my depositions marked as requested. I regard it as a dead issue this is not the contract we worked under.

Q — 7th — S. Bailey & Co had nothing to do with this contract that you have filed.

ans. No Sir.

Q 8th Who hauled the bark which was peeled by H & S. Carl Jean & Joe Noe.

Q 9th was he the same of Jean & Bowen

Ans. — No Sir.

Q 10th — Under whose contract did they work & who paid them for hauling

~~Q~~ Ans. They worked under Jean & Bowen contract & Mr Shippenson paid them for said hauling.

Q 11th Do I understand you to say that, that the $1.00 per cord was to be paid you by S. Bailey & Co, according to the return or tannery measure of the Bark,

Ans— Yes Sir., same was to be paid over to H. C. T. Richmond according to the tannery measure

Q 12th The neither yourself, nor Mr Hampton ever measured any of the bark, to know same measured,

Ans. — No Sir, at no time.

Mr. J. D. Smith's deposition continued

25

Q. 13th Have you any means of telling how many cords of bark that was peeled by Hampton & Smith, for which you claim that S. Bailey & Co owes you one dollar per cord.

Ans. The only means of telling was on our returns from shipping and that I knew nothing about.

Ret 24 amed by pltffs counsel

Ques. Have you any means of telling how much bark was picked and left in woods & fields for which you have not been paid. If so, what.

Ans. The only means of telling what that was, are that we sent Thomas Gilpin, Jac Yeary and Sedy Eldridge to measure it. They measured it in the month of October 1895.

And further this deponent saith not.

J. D. Smith

H. C. Yeary another witness of lawful age, after being duly sworn deposes as follows:

My name is H. C. Yeary, I am

47 years old. I reside in ~~this county~~ Tennessee
4 miles from Ewing depot.

Ques. 1st Did you know H. T. Shepperson in the summer & fall of 1895?

Ans. I did.

Ques. 2. Do know where Hampton & Smith peeled tan bark for S. Bailey & Co.

Ans I do.

Ques. 3. Did you haul out any portion of this bark.

Ans I did.

Ques. 4. While hauling some of it from the woods to the depot, did you get any directions from H. T. Shepperson about stacking hauling to depot and picking it up in the Poor Valley? If so state what he said.

Ans. After we had hauled a good deal to depot, he, Shepperson told us to stop, and haul it out of the woods and pick it up in the Poor Valley. This was about some time in August, 1895, I think. After he told us this we did pick the balance that was peeled up in the Poor Valley. There were two large ones and five small ones to the best of my recollection. I think there was at the least 200 cords of it that was picked up. I did not measure it. Mr. Bowen measured it.

Ques. 5. What reason if any did Mr. Shepperson, assign for having this bark ~~shipped~~ picked up and not shipped out.

Ans. He had two or three, one was the tunnel at Cumberland Gap was giving so much trouble he could not ship straight on, another was that the Dunning line people was biasing on us hauling it out, they wanted to haul it, and that the parties he was shipping to were docking him so, he wanted to make a change in selling it; He said he was not getting any thing out of it the way it was going and he could not afford to ship it; and said he was working with the Railroad people and wanted to ship it to Pensylvania.

We and Joe Roe were just hauling the bark. We had no contract with Mr. Shippenson. We were working for Mess. E. Geary & Bowen.

Ques. 6. After the bark was picked up did Shippenson have you do anything to protect it from fire or no what.

Ans. Yes, Shippenson, had us to take around it and cut away the brush.

X examined by Pendsby for defts

Q - 1 - Is it not a fact that M. E. Geary and G. E. Bowen as Geary & Bowen was the original contractors with S. Bailey Neo for the peeling and hauling of said bark, and that the plaintiffs Hampton & Smith, as peelers and yourself and Joe Roe as haulers were working under Geary & Bowen

Ans - Yes Sir. We was working under Geary & Bowen and Geary and Bowen hired Hampton & Smith to peel the bark, but the pay was left in the hands of Shippenson

Q 2nd - Who paid you for hauling.

Ans. Geary & Bowen paid us for the hauling.

Q 3rd — Then you had nothing to do with S. Bailey & Co in any way
Ans. — No Sir.
Q 4th — Did S. Bailey & Co ever have anything to do with the Measurement of said Bark, as you have spoken of in the records
Ans. — I dont know if they did I never saw them.
Q — 5th — Was there ever an accurate Measurement of it taken by any one.
Ans. — I dont know, except
Ex what Bowen & the first figured on it.
Q 6th Do you know how much there was of it.
Ans No Sir I cannot tell.
Re examined by pltffs.
Ques. 1 You state in the first question on X examination that Hampton & Smith were working under a contract with Yeary & Bowen: now don't you know it to be a fact that the contract between Hampton & Smith & Yeary & Bowen was an unusual one as they called and did

not Wm E. Yeary got a little mad at Hampton & Smith on account of them refusing to work for or under the Yeary & Bowen contract.

Above question objected to because it is leading

Sculsberry for defts

Ans. Wm E. Yeary got a little mad, because Mr. Hampton seemed to be afraid to risk Wm E. Yeary with the money. That is what Wm thought about it. Wm E. Yeary is a brother of mine.

Wit claim 1 day 50¢

And further this deponent saith not.

H. C. Yeary

G. W. Sutton another witness of lawful age after being duly sworn deposes as follows.

'My name is G. W. Sutton, I am 40 years. I reside in this county about 3 miles from Zeeing depot.

Ques. 1st Did you haul from the ricks in the Poor Valley any of the tan bark that had been peeled by Hampton & Smith? If so, how much, and who employed and paid you for your work?

Ans. I loaded on the Dummy line in the mountains and brought to Zeeing and loaded on the cars for shipment. enough of said bark to make eight and one-third cars and a car generally held about 12 cords and a little over. This was ~~enough~~ about the month of May or June, 1896. Earl Yeary, the man who has just given his testimony in this case, employed me, but I have not as yet been paid for my work. There was more of this bark, I did not get out half of it. There was more of said bark shipped by Shipperson, which I suppose he got out from the woods himself.

And further this deponent saith not.

G. W. Sutton.

J. S. Yeary after being duly sworn deposes as follows:

'My name is J. S. Yeary, I am 38 years old, live in this county, about 1½

miles from Ewing depot.

Ques. 1 Do you know of any tan bark peeled by Hampton & Smith or their employees for S. Bailey & Co and picked in the Doos Valley? If so, State how much was there of it?

Ans. I know where this bark was after it was picked up, in Nov. 1895. I went with Thomas Gilpin and Sud Eldridge and measured it and according to my count there was 300 Cords. I allowed 128 cubic feet for a cord. Since I measured it, there has been a portion of it shipped away, but I don't know how much. I don't know much was there when I was there last, some four months ago. I made this measurement on my own account as I was interested in it as I was a sub-contractor of Hampton & Smith.

And further this deponent saith not.

witness claims 1 day 50¢

J. S. Geary.

C. E. Fulkerson another witness after being duly sworn says:

I am 25 years old & live at Ewing depot in this County:

Ques 1st Did you know, where the tan bark pealed by Hampton & Smith for S. Bailey & Co and picked in the Poor Valley? If so, what has became of it?

Ans. I knew where a part of it was. I got some 4 or 5 cords of it at one time, along last Summer 1896. I got this by the consent of Mr. W. D. Shuffenson.

And further this deponent saith not.

C E Fuerson

H. C. T. Richmond Sr after being duly sworn deposes as follows:

I am 57 years old and reside at Ewing depot in this County and am a merchant and farmer.

Ques. 1 Do you know anything about any contract made between Hampton & Smith and S. Bailey & Co concerning said Hampton & Smith peeling tan bark for them. If so, state what that contract was, when & where made and all about it?

Ans. about the 1st days of April, 1895, said Hampton & Smith made application to me to furnish them supplies so while they were peeling bark from timber of S. Bailey & co on the south side of the Cumberland mountain in this county. Estimating the peeling to amount to some 1000 cords. I refused to furnish them unless they would have Mr. Shipperson to make settlements in my store with them, checks or money to be turned over to me, and Shipperson Smith & Hampton came into my back office, and contracted with Smith & Hampton to pay them $1.00 per cord for peeling the bark the ash and chicks for same to be turned over to me. There were after this checks made out by S. Bailey & co payable to Hampton & Smith and turned over to me in June 1895, $224.78, July 1895, $182.54, August, 1895, $114.93; Sept. 1895, $59.24. If any other payments made through me, I have overlooked them. The Sept. payment was made for bark shipped in August, 1895, at which time the shipments of the bark ceased for that year. The shipping ceased on account in the 1st place on account of the tunnel at Cumberland Gap; the last shipments made in August, 1895, were so unsatisfactory as to returns, that he said he Shipperson would not ship any more during the season of 1895, and that he would take his chances on the prices for the season in 1896. and had the balance of his bark picked up in the Poor Valley. I then said to Mr. Shipperson that I was advancing the $1.00 cord to Hampton & Smith and wanted his estimate of the amount of the bark picked up in the Poor Valley. Before he answered me, I said to him, Hampton & Smith have had it estimated and make it about 300 cords. He replied, "I don't think there is over 250 cords of it". I then said I would not advance the contractors above that amount & did not. There was

none of the bark shipped in July 1895 that I know of, unless it was shipped from the 1st to 4th and from the 28th to the 30th. This is my record of the condition of the tunnel at this time.

Ques. 2. When said Hampton & Smith contracted with Shepperson about piling said bark, was or not their contract made with reference to any contract they (Hampton & Smith) had with Yeary & Bowen, or was it made as an independent contract between themselves.

Ans. Their contract was an independent one, with no reference to the Yeary & Bowen contract; this was the only way I would advance the goods to Hampton & Smith.

Ques. 3. Did not Hampton & Smith tell Mr. Shepperson that they would not peel the bark under our contract with Yeary & Bowen; that the only way they would peel it was to have a contract with him to do so, or words to that effect.

Above Question and my answer

that may be made thereto, because same leading and incompetent.

G W Shulsberry for defts.

Ans. I don't recollect what they told him about the Geary & Bowen Contract. But I do recollect that they told him unless he would agree to pay them $1.00 per cord they could not get supplies. and this $1.00 to be paid to me.

Ques. 4. After this contract was made did not Shippenson procure on his own account and motion Exhibit 13 filed with H. F. Shippenson's depositions and send the same to plaintiffs

Ans. I don't know except on information. The date of said exhibit is after the contract made between the parties here in my place as above detailed.

X Examined by Shulsberry for defts.

Q 1st State what the contract was, in your place, between B & B & W & S.

Ans. To pay Hampton & Smith $1.00 per Cord for peeling bark, and same to be paid on 15th of each Month

for bark shipped in the previous month, but he made payments at different times in the month.

Q 2nd – On what measurement was Hampton & Smith to accept.

Ans. Return Measurement.

Q 3rd How much do S Bailey Theo owe over Hampton & Smith.

Ans. That I could not tell

Q 4th How much does Hampton and Smith owe Zorn.

Ans. That I could not tell.

and further this deponents sayth not

H C Richmond

Virginia Lee County to wit.

I H C J Richmond Jr a notary public in & for the county & State aforesaid, do hereby certify that the foregoing depositions of Thomas Gilpin. James Hampton J.D. Smith H.C. Geary G.W. Sutton. C E Emerson J.S. Geary and H C Richmond Sr. were duly taken sworn to & subscribed before me in my county aforesaid & at the place & for the purpose mentioned in the caption given under my hand this the 6th day of April 1897

H. C. J. Richmond Jr N.P.

Hampton Smith

vs } Depositions

S. Bailey & Co

Received by mail in good condition and filed April 6th 1897

A. B. Munsey Clerk

N. P. fee 10 hours $7.50

Witness - $2.90

$10.40

Lee Circuit Court.

H.C.T.Rihmon.---------- Plaintiff.

VS.) Notice to take depositions.

S.Bailey and Company.---------- Defendants.

The plaintiff, H.C.T.Richmon, by this is notified, that the defendants, S.Bailey and Company, will on the 16th day of February 1897, at the law office of George W. Saulsberry, on the Southwest corner of Cumberland Avenue and twentieth street, in the city of Middlesborro, Bell county Kentucky, proceed to take the depositons of W.T. Shepperson, J.D.Yarborough W.E. Yeary E.M.Greenley and divers others same to be read, on the trial of the above styled cause, wherein H.C.T.Richmon, is plaintiff and S.Bailey and Company, are defendants now pending before, Hon. W.T.Miller, Judge of the Lee Circuit court at Jonesville, Va., the taking of said depositions if not completed in one day will be continued, from day to day (Sundays excepted) until through; you may be present and cross-examine.

This February, 12th 1897.

S. Bailey and Company,

By. G W Saulsberry ---- Atty.

The affiant W.N.Akin, says that he is not interested in the action of H.C.T.Richmond against S.Bailey and Company, mentioned in this notice nor is he akin to any of the parties to said action, and that he executed said notice on said H.C.T.Richmond, by ~~giving~~ leaving him a correct copy of the within nowice, at his place of business with his son about the hour of 9:30 A.M. oclock on the 13th day of . February 1897.

James Richmond

W. N. Akins

Personally appeared before me, the affian W.N.Akin, who is personally known to me to be a man of lawful age and the same person whose name is above subscribed, and made oath in due form of law to the execution of the within notice.

H. C. T. Richmond Jr. N.P.

Lee Circuit court.

Hampton and Smith---------- Plaintiffs.

VS) Notice to take depositions.

S.Bailey and Company.---------- Defendant.

The plaintiffs are hereby notified, that the defendants, will on the 16th day of February, 1897 at the law office of G.W.Saulsberry, situated on the ~~Southeastxxx~~ Southwest corner, of twentieth street and Cumberland Avenue, in the city of Middlesboro, Bell county Ky., begining, at about the hour of nine oclock of said day, take the depositions of W.T.Shepperson, J.D.Yarborough Yeary and divers other witnesses, same to be read on the trial of the above styled cause wherein Hampton and Smith are plaintiffs and S.Bailey and Co, are defendants, pending before the Hon., W.T.Miller, Judge of the Lee Circuit Court, at Jonesville, Va. the taking of said depositions if not completed in one day, will continue from day to day, Sudays; excepted until said taking is completed, the purpose of this notice is to enable you to be present and cross-examine, said witnesses.

This the 12th day of February, 1897.

S. Bailey and Company..

B. G W Saulsberry Atty.

The affiant W.N.Akin, says that he is of lawful age ~~and a citizen of Lee County Va.~~, that he has no interest in the action wherein Hampton and Smith are plaintiffs and S.Bailey and Company are defendants, pending in the Lee circuit court, and that he is not of kin to any of the parties in said action, that he executed the within notice by giving a true copy of same to Hampton which is one of the plaintiffs and a member of the firm of Hampton and Smith, at about the hour of 10 Oclock A M on the 13 day of February 1897.

W. N. Akins

Subscribed and sworn to before me by W.N.Akin, this the 13 day of February 1897..

H. C. Richmond Jr N.P.

Lee Circuit Court.

Ball and Snavely.---------- Plaintiffs.

VS.) Notice to take depositio ns.

S. Bailey and Company.---------- Defendants.

The plaintiffs, M.S.Ball and Snavely, partners, as Ball and Snavely, are hereby notified, that the defendants, S. Bailey and Company, will on Tuesday, February the 16th 1897, at the law office of G.W.Saulsberry, situated, on the Southwest corner, of Cumberland Avenue and twentieth street, in the city of Middlesborough, take the depositions of W.T.Shepperson, Woolvery and divers other witnesses, same to be read on the trial of the above styled cause wherein yourselves Ball and Snavely are plaintiffs and S. Bailey and Company are defendants, now pending in said court, before his Hon., W.T.Miller, Judge of the Lee Circuit court, at Jonesville Va. said taking will continue from day to day until through (Sundays excepted) if for any reason it should not be completed in one day you may be present and cross-examine.

This February 12th 1897.

S. Bailey and Company.

By. G.W. Saulsberry Atty".

The affiant W.N. Akin, says ~~that he is citizen, of Lee County Va,~~ that he is more than twenty one years of age, that he is not interested, in the cause of Ball and Snavely against S. Bailey and Co, mentioned on the within notice, that he is not of kin to any of the parties in said action and that he executed the notice, or this notice on said Ball and Snavely, by giving a copy of same to Geo Snavely of the firm of Ball & Snavely at about the hour of 11 AM this the 13th day of February 1897.

W. N. Akins

Subscribed and sworn to before, me by W.N.Akin, this the 13 day of February 1897.

H. C. T. Richmond Jr. N.P.

JOHN P. MORTON & CO.,
INCORPORATED,
LOUISVILLE, KENTUCKY.

The deposition of W. T. Shepperson Charles H. Woolverton, W. E. Yeary. & J. N. Yarborough taken before me the undersigned W. N. Gayle a Notary Public in the County of Bell and State of Kentucky on the 16th day of February 1899 at the law office of G. W. Saulsbery pursuant to a notice hereto attached which depositions are by agreement to be read as evidence in the Chancery cause of H. C. T. Richmond against S. Bailey & Co, Ball & Snavely against the same and ~~Smith~~ Hampton & Smith against the same all of which causes are pending in the Circuit court of Lee county Va.

Present H. C. T. Richmond the plantiff in one of said causes and C. T. Duncan counsel for all of said plantiffs.

W. T. Shepperson one of the defendants and G. W. Saulsbery counsel for said defendants.

W. T. Shepperson a witness of lawful age introduced by defendants and being duly sworn deposes and says.

1st State your age residence and occupation.

Ans My age 38. ~~Middlebo~~ my family and home is in Pennsylvania and I am temporarily residing here, Middlesboro Ky. Humberdales.

2nd Are you one of the firm of S Bailey & Co.

Ans I am.

3rd Who composes said firm, and is that the same S. Bailey & Co who has been sued in Chancery court of Lee county Va. by the parties named in the caption?

Ans S. Bailey & W. T. Shepperson, and is the same firm sued by parties named in caption.

4th Has your firm been doing business in Lee county Va. If yea, state where and how long.

Ans Yes Sir, they have, ~~we~~ at Ewing Va. began operation in the year 1845. I think some time in February to the best of my recollection.

5th What character of business did you carry on there.

Ans Manufacture of lumber. Sawing and shipping lumber.

6th Did your firm at any time have any transactions or contract with H. C. T. Richmond? If yea state fully what it was

Ans Our firm has had transactions with

JOHN P. MORTON & CO.,
INCORPORATED,
LOUISVILLE, KENTUCKY.

H. C. T. Richmond, but never had any contract. In Feby 1896 a year ago S. Bailey & Co. entered into an arrangement with J. D. Yarber by which he was to saw and stack lumber on yard at Ewing Va for which we - S. Bailey & Co agreed to pay him the price ~~that had~~ been paid to Yarber & McNabb on a contract which at that time had been surrendered. At this time the firm of Yarber & McNabb was indebted to S. Bailey & Co for money advanced from time to time in sum about $400. ~~and to H. C.~~ This same firm of Yarber & McNabb was also indebted to H. C. T. Richmond to the sum of $340. or $350. At this time Feby about 23rd or 24th 1896. S. Bailey & Co stipulated to J. D. Yarber in the presence of H. C. T. Richmond that they would pay to J. D. Yarber the full earnings of the mill, But from that time on they positively would not advance another dollar. At the suggestion of Mr H. C. T. Richmond an agreement was made ~~to~~ with J. D. Yarber by which Richmond agreed to furnish Mr Yarber an order book on his store, by which Mr Yarber might pay his men each night. These orders Mr Richmond agreed to accept at any time for merchandise and if held by the men until ~~until~~ the regular pay day that he would

lift them at that time and pay them in cash. S. Bailey & Co became a party to this transaction, so far only that they agreed with Mr Yarber's consent to pay to Mr Richmond the full earning of the mill as they became due on regular pay days.

7th Q. State whether or not this arrangement was carried out between you and Yarber and Richmond and to what extent.

Ans The arrangement so far as S. Bailey & Co was concerned was carried out to the letter, payments being made in full up to and including July 1886 for which we have vouchers to show which vouchers are filed as part hereof marked "A." "B." "C." &c

8th Q. Was the agreement above detailed by you reduced to writing

Ans It was reduced to writing but not signed

9th Q. Have you a copy of said writing? If you file same as part of this deposition.

Ans We have a copy which I herewith file as a part of this deposition marked "Ex. 1"

JOHN P. MORTON & CO.
INCORPORATED,
LOUISVILLE, KENTUCKY

5/

10th Why was the contract or agreement as you state not carried out after July 1886.

Ans Because an attachment had been made by which our affairs became tied up.

11th At the time the attachment was made did you owe Richmond or Yarber any thing.

Ans No Sir we did not.

12th Do you mean the attachment in this case or the proceding you first had in the county court.

Ans I mean the proceding in the county court.

13th What would have been due under said agreement at your August pay-day 1886.

Ans $125.99

14th What is the entire amount due to ~~to~~ date to said Yarber and Richmond under said agreement?

Ans $142.04 for which I file vouchers showing said amount marked Ex "2" and "3".

15th Did you have a similar agreement as

above stated with reference to the Dummy line which hauled timber at Ewing?

Ans Yes we did.

16th Then, is the sum above stated, $14204 the entire amount due under said agreement and arrangements both for the mill and dummy line.

Ans Yes. it is.

17th Under said arrangements who was to pay for all repairs and running expenses of both concerns during each month

Ans N. C. T. Richmond.

18th Did you on or about the 24th of April 1846 receive a letter from N. C. T. Richmond purporting ~~this~~ to state his understanding of said above agreements as above detailed

Ans I did and herewith file said letter. in five sheets as a part of this deposition marked Ex. (4). A part of which reads, commencing on second page viz.
My understanding was that S. Bailey & Co would pay over to me the amount due on ~~solundes~~ at the close of each month, I to pay with this money all

JOHN P. MORTON & CO.
INCORPORATED.
LOUISVILLE, KENTUCKY.

7

bills for running expenses during that month and when there was a surplus we that is H. C. T. Richmond and S. Bailey & Co would divide and place to credit of Yarber and McNabb on ~~old~~ old accounts.

19th During the time of said agreement and the suing out of attachments did S. Bailey & Co pay any of said expenses if yea, were you reimbursed and to what extent?

Ans We did. Some time about the last of ~~May~~ april or beginning of ~~June~~ may 1896 we had some repairs made on the dummy engine, a mechanic was sent from Middlesboro to make repairs, S. Bailey & Co. paid labor performed by said mechanic and about June 3 or 4th was reimbursed for said outlay by check from H. C. T. Richmond. Also on same date was reimbursed for money paid out for tie loaders, which had been paid for J. H. Yarber.

20th It is claimed by H. C. T. Richmond in his bill in this case, that ~~he~~ S. Bailey & Co is indebted to said Richmond in the sum of $543.17. Does said Bailey & Co owe said amount or any part of it except as you have herein stated?

Ans. We do not.

21st Was you ever at any time I mean S. Bailey & Co. shipping your lumber from Ewing Va. in any other manner than the regular course of business.

Ans. We was not.

22nd Does S. Bailey & Co owe the said Richmond any sum whatever for repairs to the dummy line at Ewing.

Ans. We do not.

23rd Did the said Richmond in any way ever have any timber sawed for S. Bailey & Co.

Ans. We did not.

24th Does your firm owe the said Richmond any sum whatever for having lumber sawed.

Ans. We do not.

25th Did the firm of S. Bailey & Co at any time have anything to do with the running of dummy line at Ewing.

Ans. We did not.

JOHN P. MORTON & CO.,
INCORPORATED,
LOUISVILLE, KENTUCKY

26 who was operating dummy line at said place.

Ans. E. M. Greenley Trus. for Middlesboro Street Railway.

27th Did D. Bailey & Co ever agree with said Richmond and bind themselves to him to run said dummy line or have it run, and to repay to said Richmond the expenditures that he may have paid on same or any part of it

Ans. We never agreed or bound ourselves to operate said R.R. or have it done, but we did agree with Mr Richmond and said Greenley to pay to Richmond the full earning of said dummy line but positively no more.

28th What do you mean by the earnings of said dummy line.

Ans. We had a contract with said dummy line to haul logs and ties from the our track on mountain to mill and rail road at Ewing Va. For which we agreed with Richmond and Greenley to pay to said H. C. T. Richmond the full earnings of said dummy line.

29. Have you complied with said agreement?

Ans We have.

30th Would the amount of $125.00 have been promptly paid at the August pay day 1896. and were the S. Bailey & Co able, ready, & willing to pay same had it not been for the attachment proceedings herein stated?

Ans The payment would have been made at the usual way. S. Bailey & Co were able ready & willing, and payment would have been made had alla ~~[illegible]~~ not been made.

31st Did S. Bailey & Co through yourself or any person known to you in authority agree to pay H. C. T. Richmond $32.00 or any other sum for what is known as the old retain. Same being money retained by S. Bailey & Co on a contract with Yauber & McNabb prior to Feby 1896.

Ans They did not.

32 Did the said Richmond have any interest or concern in old retain whatever.

Ans They did not.

JOHN F. MORTON & CO.,
INCORPORATED,
LOUISVILLE, KENTUCKY.

33rd What position did B. G. Welsh have with said D. Bailey & Co during the spring 1896.

Ans He was employed as book Keeper.

34th If you have read the answer to question 6 of J.H. Yarber in his deposition of Nov 20-1896. State whether or not said conversation occurred in your presence; if not what did occur if anything

Ans It did not. I do not know of anything occurring.

35th Have you paid J.H. Yarber the sum of $24.50 mentioned by him in answer to question 10. direct examination in said deposition

Ans Yes. we did and have receipt for same.

36th Did you ever owe said sum or any part of it or agree to pay same to said Richmond.

Ans We did not.

37th The orders that are filed herein amounting to $95.45 signed by D. Bailey & Co J.H.Y. are they correct and should they be paid in addition to the amount you have

17

heremtofore stated and have you an account of same rendered by Mr Richmond, and are they separate and apart from the agreements heremtofore referred to.

Ans They are correct less $24.00 and if they are for loading lumber and not paid they are correct and due, which amount $70.95 should have been added to the $125.99 voucher as a part of the pay of August pay day. For these orders, I never saw them before, nor has Mr Richmond rendered me an account of them to my knowledge, and the total amount due as heremtofore stated is incorrect and should be increased to the amount of $70.95 if they have not been paid.

As to the claim of Hampton & Smith witness deposes as follows.

Q. 14

I am acquainted with Hampton & Smith

We are not indebted to them in sum of $300. or any other sum as charged in their bill.

We did not have any contract of any kind with said Hampton & Smith

The said Hampton & Smith with reference

JOHN P. MORTON & CO.,
INCORPORATED,
LOUISVILLE, KENTUCKY.

13

to hauling & peeling tan bark never did anything at the special request or performed any labor in that line for S. Bailey & Co nor did we owe them anything whatever for such labor as set out in their bill.

We made payments to Hampton & Smith from time to time by order from Yeary & Bowen, who were the original contractors for peeling & loading bark. There was a portion of bark carried over from 1895 peeled by Yeary & Bowen which was marketed some time during 1896.

Ques. 1st State whether or not the contract you had with Yeary & Bowen was completed by them if not how was the bark you state was carried over, gotten to the railroad.

Ans The contract with Yeary & Bowen was not completed, as they failed at the time this bark was to be marketed there was no way of getting this labor performed except as by S. Bailey & Co performing same at S. Bailey & Co expense, which was done and bark was shipped, and the expense of shipping and dockage on same consumed the proceeds of this bark so that there was nothing left by which to pay Hampton & Smith

2nd

on Yeary & Bowen's orders

3rd Has S. Bailey & Co any money in their hands due Yeary & Bowen under said contract to deliver bark or have they paid to the said Yeary & Bowen any money on said bark contract since they gave to Hampton & Smith an order for one dollar on a cord

Ans We have no money due them. There has been no money paid Yeary & Bowen since last shipments of bark which was carried over from 1895.

The latter part of the answer to the last foregoing question is objected to because not responsive to the question. Said answer is further objected to as evidence because the witness does not respond to the latter part of the question, commencing with the words "or have they paid to"

C. T. Duncan for
Hampton & Smith.

4th Does the firm of Bailey & Co owe to Hampton & Smith or Yeary & Bowen or either any sum whatever on the Yeary & Bowen contract?

Ans They do not.

5th Have you a statement of all bark shipped in 1895 of Yeary & Bowen contract if

JOHN P. MORTON & CO.,
INCORPORATED,
LOUISVILLE, KENTUCKY.

15

you file it.

Ans Yes Sir, I have an account of all bark shipped in 1895 and file same herewith as Ex. "5". Amounting to 626 cords + 23 feet for which Hampton + Smith were paid one dollar per cord on orders of Yeary + Bowen.

6th Have you the last vouchers for settlement of Yeary + Bowen ~~in~~ as evidence of payment to Hampton + Smith in 1895?

Ans Yes Sir I have and file same as Ex. 6 + 7

7th On whose land was the bark peeled on contract of 1895?

Ans On timber tract ~~of~~ owned by S. Bailey + bro.

8th Was there any bark left in the woods by ~~Hampton + Smith~~ Yeary + Bowen which they had peeled ~~+~~ in 1895? if yea, what has become it and how much.

Ans Yes. There was the portion of bark left over that S. Bailey + bro were compelled to get out of the woods as Yeary + Bowen had failed in their contract which bark as returned to S. Bailey + Co was 134 cords 101 feet.

in which S. Bailey & Co in being compelled to perform the labor which had been contracted for by Geary & Bowen lost money. This 134 cords was gotten out in 1896.

16

As to the suit of ~~Hampton & Smith~~ Ball & Snavely the witness states as follows, that his relation to S. Bailey & Co is the same as hereinbefore stated and he is acquainted with the firm of Ball & Snavely who has brought suit against his firm in Lee Chancery Court for the recovery of $115.03.

Quo 1st

Did the firm of Ball & Snavely ever furnish any goods supplies & merchandise for the use & benefit of S. Bailey & Co and at their special instance and request and likewise paid off any orders for said Bailey & Co under contract or otherwise to the amount of $115. as stated in their bill or any other sum which has not been paid for.

B & S

Ans. No Sir they did not as alleged in their bill, they have a few times taken small orders for outside labor which amounts have been paid for and we have receipt for same. For which

JOHN P. MORTON & CO.,
INCORPORATED,
LOUISVILLE, KENTUCKY.

17 I file receipt in full as Ex. (8).

2nd Are you now indebted to Ball and Snavely in the sum of $115.03 or any other sum whatever

Ans We are not.

3rd I now show you orders purporting to be drawn by J. D. Yarber on H. C. T. Richmond which were filed with deposition of Yarber in the case of Ball & Snavely against T. Bailey & Co dated April & May 18 1896 aggregating $115.03 and ask you if you made said orders or authorize anyone to make them for you and are you liable to Ball & Snavely for same or any part of same.

Ans We are not liable; never gave any authority and know nothing about them.

4th Did you for your firm ever promise Ball & Snavely to pay said orders or any part of them.

Ans I did not.

5th I now show you an account purporting to have been made by Ball

JOHN P. MORTON & CO.,
INCORPORATED,
LOUISVILLE, KENTUCKY.

and say it is his signature.

7th Did you ever hear a conversation between H. C. T. Richmond and Ball & Snavely or either of them with reference to the orders that was being drawn on H. C. T. Richmond and taken up or supposed to have been taken up by the said Ball & Snavely if your answer is yea state fully what it was.

Ans Yes Sir, I heard a conversation between Richmond and Snavely at which time Mr Richmond outlined to me what he had told Mr Snavely in reference to the arrangement for running the business at Ewing Va. and the taking up of orders issued by Mr Yarberon Mr Richmond, and that was that he had instructed Mr Snavely some time as I remember some time in April or May that as these orders were issued on he (Mr Richmond) and that Mr Richmond was to receive the full earnings of the mill and dummy line only, and that Richmond receiving the payments of the mill & dummy line first would certainly reimburse himself for all orders that he might hold, and if after that if there was anything left he would take up the orders of Ball

& Snavely or some one else ~~for which~~
and apparently addressed to H. C. T. Richmond with orders set out on same for 1896 amounting to $39.41. Please examine said statement and read to the examiner as part of your deposition the writing on same purporting to have been written by H. C. T. Richmond

Ans I have examined same and the writing thereon reads as follows.
"Ball & Snavely"
Please attach the orders to this and send to me some are for dummy some S. Bailey & Co, some for Yarber mill Co. and they have to go in regularly, at first of each month and paid off 15th if there is money to do it. May 1st 1896.
H. C. T. Richmond
and I file same as part of this deposition marked Ex. "9".

6th Are you acquainted with the handwriting of H. C. T. Richmond from having seen him write. If your answer is yea, state if the signature to said paper with writing as above stated is his signature.

Ans I am acquainted with his ~~signature~~ hand-writing

x Snavely otherwise they might wait for their pay. This statement Mr Snavely agreed was correct that Mr Richmond had so instructed him

8th Did Mr Richmond at that time warn in any way or state that he had warned Mr Snavely of the firm of Ball & Snavely that they had not better take any of said orders.

Ans He did.

Cross Examined.

Ques 1. Was it the intention that Exhibit 1. filed with your deposition should be signed?

Ans I do not recall at this time whether ~~they~~ it was intended to be signed or not. Neither of them were signed.

2 Why were they not signed.

Ans I do not Know.

3 If not intended to be signed, why was it reduced to writing?

Ans I do not Know.

4 Who reduced it to writing, and by whose direction was it reduced to writing?

JOHN P. MORTON & CO.,
INCORPORATED,
LOUISVILLE, KENTUCKY.

Ans Mr Welsh reduced it to writing by a mutual understanding between Mr Richmond and myself.

5 For what purpose did you and Mr Richmond have it reduced to writing

Ans Simply to show the understanding of the handling of affairs at Ewing ~~generally~~ and I think by request of Mr Richmond.

6. Does the paper as thus propounded and filed as Exhibit "1" with your deposition, show correctly the terms of contract between Mr. Richmond Mr. Yorbrough & yourself acting for S. Bailey Neal?

Ans As I understant it, it does, with one exception, that is that the dummy line should be operated on same basis an arrangement which was made a few days after this agreement was entered into.

7. You state in answer to a question propounded to you on your examination in chief, That the contract endorsed by said unsigned writing was carried out, until July, and that afterwards it was not because attachments had been sued out? Now had you not around work at Ewing before said attachments were sued out, and had you not declared that you would do no further work There under the contracts before existing, in fact that you would do

no more work there until you got new new contracts & new managements or words to that effect?

Ans No Sir we had not ceased work.
And I did not declare that there would be no more work done at Ewing.
But will state further that at the complaint of H. C. T. Richmond that the said J. D. Yarber was doing no good nor was not trying to do any good and that at that time I stated to Mr Richmond that if those were facts ~~if~~ we should have to make some change in our future management at Ewing.

8 Who was doing your logging before August 1st 1896. How long before that time had they ceased work, if at all, how many logs if any was on the yard Aug 1st 1896. and how much if any sawing was done in July 1896?

Ans Yeary & Bowen were the original contractors some time in 1895 Mr Bowen assumed the entire contract and was logging some time prior to August 1896.
I really can not say as to the exact time Mr Bowen ceased work, my impression ~~is~~ some time ~~prior~~ the latter part of July 1896.
There were several hundred thousand feet

JOHN P. MORTON & CO.,
INCORPORATED,
LOUISVILLE, KENTUCKY.

of logs prepared in the woods and log yards in the woods.
Not any sawing in July to my Knowledge.
For the reason set out above, ~~for the~~ labor was directed to shipping out the stock that was in shipping condition for market.

9 How much time was ~~employed~~ employed by the labor in the Month of July 1896. in shipping lumber, and how much was shipped?

Ans I could not answer that question without referring to the shipping accounts which we could produce.

10. Can you not refer to the papers in your office and state the amount of lumber shipped in that month if so, please file a statement of the same marked "10"

Ans The papers I would have to refer to are at Danville Pa. But there was a statement made by the agent at Ewing which was used in the attachment proceedings in the county court which showed the number of cars shipped during that month, which statement as I understand is still in possession in the hands of the judge of the county court and I refer to the same and agree that if it can be obtained it can be filed as a part of my deposition

marked Ex "10". And since reflecting over the matter I think that statement showed something over 20 cars.

11. At what yards were these logs on August 1st 1896 locate them as well as you can?

Ans. They were at the log yards in the woods, As to what particular yard I do not remember. If I think there were some at the mills at Ecoing. And if there were not my impression is that it was because Mr Richmond failed to have the dummy line bringing in same.

12. Do you know our yard in the woods by the designation of the Johnson yard, if so how many logs, if any were on that yard. Another by the designation of the Turner yard, if so how many logs were on that yard. Another the 3rd yard going up the country, if so how many logs was on it?

Ans. I could not state the amount of logs on each yard.

12. Now in answer to question 11. you say that "if there no logs on the Ewing yard it was because according to your impression Mr Richmond failed to have the dummy line bring them in. Why do you say that.

Ans. Simply because Mr Richmond agreed to

JOHN P. MORTON & CO.,
INCORPORATED,
LOUISVILLE, KENTUCKY.

2) to look after the Dummy line and push that work along as ~~fast~~ much as possible.

13. Was there anything different, or any additional responsibility on Mr Richmonds in regard to the Dummy line, that was not as to the sawing?

Ans. Nothing more than this, Mr Yarber would look after the business at the saw mill, and there was no representative for the Dummy line at Ewing, therefore Mr Richmond agreed to take upon himself the responsibility of looking after that and ~~carrying~~ the work along as much as possible. This agreement upon the part of Mr Richmond was a mutual understanding between S Bailey & Co, Mr Greenley & Mr Richmond.

14 Now Mr Shippersson is it not a fact that sometime about the latter part of April or 1st of May 1896. That you by letter to Mr Yorbrough placed him in charge of the Dummy line? And if I have not given the correct date state when it was if you did such a thing?

Ans. As to the date I cannot remember, but some such arrangement was made with the recommendation and at the suggestion of H. C. T. Richmond. And Mr Yarber was under instructions of

Mr Richmond under this new arrangements.

15 Was that arrangement made by letter or otherwise

Ans I am not sure as to whether that was by letter or verbal instructions.

16 When and where did Mr Richmond make the recommendation and suggestion above referred to?

Ans At Ewing Va. at various times.

17 It was after this was it not that the repairs were made on said dummy line. the account for which Mr. Richmond presents in his bill.

Ans I think not. I think most of this repairs was made prior to this arrangement. I wish to state plainly that this new arrangement spoken of simply applied to the looking after the men and in seeing that the labor was performed by said dummy line.

18 Now is it not a fact, that, all of said repairs for which said account is presented were done in the months of June & July 1846

Ans I could not answer that question.

JOHN P. MORTON & CO.,
INCORPORATED,
LOUISVILLE, KENTUCKY.

27

19 Were not said repairs made at the suggestion and mutual agreement of both Mr Richmond and yourself, under the direct agreement and understanding that you would furnish employment to said Dummy line suffi-cient to repay said outlays, if not, then state how said repairs came to be made, who requested them to be made, who em-ployed the labor to make them and all about it?

Ans It was talked over by myself and Mr Richmond that certain repairs were necessary before we could get proper service from the dummy line, Mr Richmond suggesting and myself agreeing with him that it would be proper to make said repairs.
There was no promise made by S. Bailey & Co that they would furnish any stipulated amount of hauling for dummy line as above stated. But it was the understanding of course by all parties concerned and expectation that the dummy line would do sufficient work to repay Mr Richmond for said repairs.
Mr Richmond suggested the making of said repairs. To the best of my recollection Mr H.C.T. Richmond employed said labor, and furnished a considerable amount of these repairs direct from his store-house at Ecoing.

20 Has S Bailey Co repaid to Mr Richmond any part of his outlays for said repairs?

Ans S. Bailey & Co have paid to Mr Richmond the full earnings of the dummy line the only amount or amounts that we ever agreed or promised to pay.

21 Have you paid him anything for the running of said Dummy line for the month of July 1896? And if not do you not owe him that and how much does it amount to?

Ans To the best of my recollection we have ~~we~~ not paid him anything for July 1896, neither do we owe him anything to the best of my Knowledge.
My remembrance of the labor performed by the dummy line in July 1896 was that there was nothing done except the trimming out of a small amount of bark which we find by referring to voucher for month of July due August 15th ~~left the~~ ~~or~~ that the credit was for trimming out seventeen (17) cords of bark at $1.75 per cor amounting to $29.75. and that the advances made for material for repairs by the instruction of H. C. T. Richmond amounted to $30.31 leaving a balance due S. Bailey & Co on this month's labor of 56 cents.
I file said voucher as part of my deposition marked (11).

JOHN P. MORTON & CO.,
INCORPORATED,
LOUISVILLE, KENTUCKY.

29

22. Was the item "Lumber at Middlesborough" $5.00" for repairs on the Dummy line, and was it directed by Mr Richmond?

Ans It was not for repairs on the dummy line and not directed by Mr Richmond. I mean the one item of $5.00. Neither was it anything that Mr Richmond was entitled to. It being a small amount of mill cull.

22 He was entitled to receive all the earnings of the dummy line was he not and therefore entitled to that $5.00 was he not? if not why not, under the contract hereto for stated by you?

Ans Yes Sir. No Sir he was not entitled to the $5.00. The contract provided that we were not to pay for mill cull but in the case of the dummy line we had never made any deductions from the dummy line and this amount had been paid for in the estimates that are made of the lumber in the stack, on the first of each month. So that he had been paid for this prior to this time.

23 Did you not employ W. C. Hobbs & Newman Anderson, & his son to work on the Dummy line in making said repairs? Did you not

agree to pay said Hobbs & the elder Anderson each $2.00 per day and the boy a less sum, did you not settle with these parties yourself? if not who did?

Ans After a talk with Mr Richmond Mr. Yarber and my self as to who might be the best man to make the repairs that Mr. Yarber recommended a Mr. Hobbs who had done considerable work for Mr. Yarber about repairs about his saw mill, and Mr Yarber to the best of my recollection stated that his wages would be $2.00 per day. Mr Richmond and my self consulted together about this matter and Mr. Richmond to best of my recollection instructed me to have mr Yarber send for Mr Hobbs and place him to work in repairing the broken saw at Ewing I believe that this was done, I have no knowledge when Mr Hobbs reported for this work and the first time I saw Mr. Hobbs in reference to said repairs was some several days later when I was at Ewing Va and found Mr Hobbs and another gentlemen that I had never seen before and cannot recall his name now at work upon these repairs and my impression had a saw or two repaired. In reference to Hobbs I do not remember whether or not the question of wages was talked of

JOHN P. MORTON & CO.,
INCORPORATED,
LOUISVILLE, KENTUCKY.

but some considerable time later when at Ewing, ~~Anderson~~ I found a man and his son who since I have learned his name is Anderson at work at some of the broken cars and Mr Hobbs was not there, and that he had not been there for several days and that it was not likely that he could be there for some considerable little time and at the suggestion of Mr Anderson that he could do fully as well in making these repairs ~~with~~ with the aid of his son and as Mr Richmond had often stated to me that if I could see any thing by which they could economize in the way of expense he would be glad if I would make the suggestion or have it done. acting upon these instructions I asked Mr. Anderson what he would expect per day for his son. My impression is, that I also asked him what he was getting per day and I think he told me that he was getting two dollars per day and that his son would work to my recollection for $1.00 per day. Seeing this economy I told him to go ahead and immediately informed Mr Richmond of what I had done which he expressed that being entirely satisfactory.

Bailey Flew did not settle with these

people referred to, the best of my knowledge, and do not know that they are paid at this time, as this matter was entirely in the hands of Mr Richmond.

24 ~~Why you were not your advisers & Mr Richmond and consulting about these repairs unless~~ the making of them was something in which you were mutually interested and for which you were mutually responsible?

Ans Because Mr Richmond asked for our advice and assistance in these matters as much as possible.

25 Do you not owe to Mr Richmond, the sum of 65 cents per 1000 feet on about $2,000 feet of stuff sawed prior to Feby 20th 1896 called the "old retain"

Ans We positively do not: as this labor was all paid for prior to the arrangement made Feby 1896.

26 Then why did you put that on your Statement for March 1896.

Ans Simply to show to Mr Yarber that there was that much old retain due to the credit of the firm of Yarber & McNabb as this was for labor performed by them prior to the arrangement made with Mr.

JOHN P. MORTON & CO.,
INCORPORATED,
LOUISVILLE, KENTUCKY.

33

Richmond in Feby. 1846.

27 Did not Mr Richmond have a contract for all the cornmyo of the Mill prior to Feby 20th 1846?

Ans. He did not.

28. Did you not admit to Mr Richmond, in his store at Irvine in presence of J. S B Richmond and J D Yorbrough, sometime in July 1846 that said old retain was by contract to be paid to him, but that it would not be, or words to that effect

Ans. I positively did not.

29. And did not Mr Richmond in your presence call the attention of the sons J B S Richmond and Mr Yorbrough to your statement and ask them to remember it, and did you not then and there ask him if he had those gentlemen present to hear what you said or words of like import?

Ans. Yes Sir, I also at that time stated to Mr Richmond that we would pay him all the retain on lumber manufactured under the new arrangement but that we positively never agreed to pay to him the old retain and that I assured him right there we would not.

30. I now hand you an account dated 6/26 1896, in favor of A. M. Kinnaird & Co. against Mr Yorbrough. Did you not pay it for said Yorbrough? And if you answer you did file it as part of your deposition.

Ans My impression is that I paid this bill. and I think that it will appear on a voucher rendered to Mr Richmond for Mr Yarbers account and was not objected to by Mr Richmond when settlement was made.
I file this as part of this deposition marked Ex. (12).

Hampton & Smith

31 You state that you are not indebted to Hampton & Smith in any sum. Did they not peel bark which you received. shipped and sold?

Ans We state positively that we are not indebted to Hampton & Smith for any sum. Mess Yeary & Bowen peeled and shipped bark for us ~~while~~ at Ewing Va. Hampton & Smith had no contract with us nor were in our employ.

32. Did you not receive ship and sell bark which was peeled by Hampton & Smith?

Ans We received and shipped bark from our our timber land prepared by contract

JOHN P. MORTON & CO.
INCORPORATED,
LOUISVILLE, KENTUCKY.

35

of Mess Geary & Bowen and it was
pulled by Mess Hampton & Smith & others.

33. After you had made the contract with Geary
and Bowen in reference to the pulling of
Tan bark. Did you not in Mr Richmond's office
at Irvine, and in presence of Mr Richmond
have a conversation with Hampton & Smith
in reference to their pulling bark for you.

Ans I may have had I have no recollection
of such conversation.

34 And in that conversation at that time and
place and in the presence of Mr Richmond
did not Mr Hampton tell you that he was
poor and that he would not risk Geary and
Bowen, and would not pull bark for them
or words to that effect, and did you not
then and there agree with said Hampton
acting for Hampton & Smith that if they
would go and pull bark. That you would
pay them $1.00 per cord for all they pul
led.?

Ans I believe Mr Hampton made some such
statement but I positively deny agree-
ing with Hampton & Smith to be respon-
sible for their pay.

35. And after this conversation did you not procure
a proper from Geary & Bowen directing you to
return.

$1.00 per cord, of bark for Hampton & Smith
If you answer you did please file said paper
as part of your Deposition marked "13"

Ans We received an order from Geary & Bowen
to pay to said Hampton & Smith one dollar
per cord in accordance with their
contract with S. Bailey & Co. which
order I herewith file as requested
marked Ex. (13). This paper is in
my hand writing.

36. After procuring this paper, how much money
if any did you pay to Geary & Bowen for
Bark peeling?

Ans. I cant distinguish for bark peeling, separately
from other things. We paid them for all bark
shipped in 1895. And by their order paid to
Hampton & Smith $1.00 per cord after said
bark was shipped and returns received,
Receipts for which was made to Geary & Bowen.

37 I now hand you what purports to be a letter
from S Bailey Jr. to James Hampton
please state who wrote it, and if you
answer that you did please file it as
part of your deposition marked "14"

Ans I wrote said letter & file it as requested marked "14"
But I wish to state further that this letter
was written simply as a matter of comfor
mise as Geary & Bowen had failed in their
contract, and we wished to get this matter out
of the way.

JOHN P. MORTON & CO.,
INCORPORATED,
LOUISVILLE, KENTUCKY.

38. Sometime before August the 1st 1896, did not Mr Richmond have a conversation with you in which he told you that Hampton & Smith claimed they still had 250, or 300 cords of bark in the woods, and did you not tell him that your estimate was 250 cords, and did he not then tell you that he would keep himself within that bounds in letting them have goods. Was this estimate of yours correct?

Ans The statement that Mr Richmond makes of Hampton & Smith making claim for such amount I believe is correct. I did not tell him that there was 250 cords of bark in the woods for I had no means of knowing as I had never measured the bark as there was no settlement to make for this bark until shipped and returns received for same. He did not tell me that he would keep himself within bounds about letting them have goods. I never made an estimate on this bark.

39 When was this bark to be shipped?

Ans There was no specific time for shipment.

40 I now hand you a paper dated March 15th 1895 and ask you to state in whose handwriting it is

and if you identify it as yours please file it as part of your deposition marked "15"

Ans. I acknowledge this as my letter, our desire was to have all this bark marketed in 1895, but we were under no obligation to market said bark at any particular time. I file said letter as requested ~~as~~ marked Ex. (15).

41 Was not all of said bark packed in 1895?

Ans. My impression is it was.

42 Why was it not shipped in that year?

Ans. From the fact that it was not delivered on board cars for transportation in time to be delivered on contracts we had with Tannery for this bark.

43 Was that all the cause?

Ans. Yes Sir,

44. Was it not in part caused by the falling of the Tunnel at Cumberland Gap? And after said Tunnel was repaired did you not ship a few car loads, and after receiving returns from some did you not publicly state at Ewing that the bark market had gone to pieces and that you would not ship any more until the next year? And did you not then have it racked up in the poor valley?

JOHN P. MORTON & CO.,
INCORPORATED,
LOUISVILLE, KENTUCKY.

Ans Yes. The condition of the bark market this late day in the bark season we decided to hold over the shipments for the spring trade - The falling in of the Tunnel made it uncertain for shipments but cut no particular figure in the transactions.

45 How much bark was at the Ewing station, if any when the Tunnel fell in?

Ans I could not say.

46. When was the bark under your contracts to be delivered?

Ans Our contract as I remember it terminated some time in ~~latter~~ early part of August as I remember it.

47 When did the tunnel fall in and how long before shipping again began through it?

Ans I could not say.

48 Did not Young & Bowns contract with reference to the bark cars when they delivered it at the terminus of the Dummy, if not who did it cars

Ans It did not. It ceased when bark was loaded on cars and shipped to destination and

returns received for same.

49. Do you mean to say that Yeary & Bowen had to load the bark on the Dummy Cars, pay, for hauling it to the Station, then load it on cars and ship it to the parties to whom, you had contracted, if not please state what your contract was with said parties and file said contract or a copy of the same as a part of your deposition marked "16"

Ans. The contract with Yeary & Bowen and D. Bailey & Co was that Yeary & Bowen were to peel the bark and deliver on board of the L & N. cars at Ewing Va settlements to be made by the return account of measurements.

50. In reference to the Ball and Snively matter. Did you not procure the purchase by Ball & Snively of the orders purchased by them, and filed with Yorbrough's Deposition?

B&S

Ans. Absolutely I did not.

51. Did you not tell both M. S. Ball & George Snively the members of the firm of Ball & Snively at their store near Ewing, and before they purchased said orders, that they were good and that if they would purchase them from the laborers would

B&S.

JOHN P. MORTON & CO.,
INCORPORATED,
LOUISVILLE, KENTUCKY.

41. ing them that you would pay them
see them paid or words to that effect.

Ans I did not.

52. Did you not, at one time after they had been purchasing said orders have a conversation with H. C. T. Richmond in which you stated to him that you had told Ball & Snively to purchase said orders?

Ans I positively did not.

53. And did not Mr Richmond then tell you that the Mill was not coming enough to pay them and that you had better tell Ball and Snively not to purchase them and did you not then go and stop them from further purchasing orders or words to that effect? I fix the place at Ewing, and the time about the date of the last orders filed by them say in May or June 1896.

Ans Mr Richmond complained to me several times about taking orders as he wanted the trade himself that I positively did not go to stop them from taking these orders for the simple reason that I did not instruct them to take said orders. But by way of explanation will state that on May pay day Mr Snively came

to me and complained that Mr Richmond was not taking up the orders that they were taking in but had promised to try and take them up in the succeeding month: at this time I advised Mr Snively that if I was him I would not take any more orders as I could see very plainly that Mr Richmond intended to confine this trade to his own store.
And further this deponent saith not.

W. J. Shipperson.

~~The deposition of Charles H. Woolverton~~
Charles H Woolverton another witness of lawful age being duly sworn deposes and says?

1st State your name, age, residence & occupation.

Ans Charles H. Woolverton, 33, old, at Ewing, timber workman.

2nd Did you ever ~~have a~~ or hear a conversation, between H. C. J. Richmond and Ball & Snively, or either of them about the 15th of April 1896, with reference to orders that Ball & Snively were, then taking that were drawn on said Richmond by Jos Brough if your answer is yes state as near as you can remember what it was,

JOHN P. MORTON & CO.,
INCORPORATED,
LOUISVILLE, KENTUCKY.

47

Ans I heard a conversation, between Mr Richmond and Mr Snavely, somewhere about the last of April the best I remember. Mr Richmond told him that he, warned you ~~advised~~ him ~~not~~ to take any more of those orders that was what I heard Mr Richmond say.

Q 3 Is this the Snavely of the firm of Ball & Snavely, Merchants at Irving Va.

Ans yes Sir,

Q 4 Did you ever hear Mr Snavely or Ball either say anything about the orders after that time I mean the time you heard the Conversation ~~with~~ between Mr Richmond & Snavely in the later part of April 1896. If you answer yes state what it was.

Ans Yes Sir Mr Snavely did. Right after that conversation in April Mr Snavely told me that Mr Richmond sent him word to come up; that he wanted to show him about the mill, he told me that he went up and Mr Richmond told him and showed him through his books that the mill would not pay out and that he would not advise him to take any more orders.

Q 5th Did Mr Snavely tell you, how he expected the orders paid;

~~44~~ Pay Mr Richmond and he declined to pay them.

Ans. He did not, except that he took the orders to

Q 6 Was this the only conversation you had with him, about the orders?

Ans. That was all he ever said to me as I have above stated.

And further this deponent saith not.

C. H. Woolverton

W. E. Geary another witness of lawful age being duly sworn deposes & says.

Q 1st State your age, residence, and occupation?

Ans. Age 45 yrs. Walnut Hill Va. lumberman.

Q 2nd If you in connection with any one else, had a contract with S. Bailey Heo for pulling bark, in the year of 1895 State who it was, and what was the contract?

Ans. Yes Sir, Myself and Mr. Bowen. We had a contract to peel and deliver bark on board cars at Ewing station in 1895 for S. Bailey & Co. We were to receive $3.50 per cord subject to tanneries return measure.

Q 3 Are you acquainted with James Hampton and Joseph D Smith trading as Hampton & Smith?

Ans. Yes Sir.

Q 4th Had they any contract with

JOHN P. MORTON & CO.,
INCORPORATED,
LOUISVILLE, KENTUCKY.

49 with J Bailey Heo for peeling bark in 1895.

Ans No Sir.

Q 5th Do you know of them Hampton & Smith having any contract to peel bark for any one in 1895. if you answered yes say who it was with?

Ans They had a contract with Yeary & Bowen in 1895.

Q 6th Were they paid for all bark delivered by Yeary & Bowen, under their contract in 1895? if yes, who paid them?

Ans Yes I think they were as well as I remember, Mr Shepperson paid them $1 per cord that was the agreement with Yeary & Bowen and Hampton & Smith. I did have receipts for them. they were left with Bowen but I understand Hampton & Smith have them now.

Q 7th Then do you mean to say that you signed receipts, or that Hampton & Smith signed receipts for all bark delivered in 1895 under your contract with J Bailey Heo

Ans Hampton & Smith signed receipts and they were left with Mr Bowen my partner.

Q 8th Are you the Geary, of the firm of Geary & Bowen, that you have spoken of, if yes state when the firm of Geary & Bowen was dissolved?

Ans. Yes I am the Geary of said firm. They dissolved partnership in 1895 about September 19th.

X Ef

Ques 1. In answer to question 4 you state that Hampton & Smith had no contract with S Bailey & Co for peeling tan bark in 1895. How do you know they did not?

Ans. I don't know as they had any contract they might have had some outside contract I don't know as to that.

2 All you mean to state is, that if they had such contract you did not know it, is this right?

Ans Yes Sir,

3 You state that Hampton & Smith had a contract in 1895 with Geary & Bowen to peel tan bark who was to pay them for the bark they peeled under this contract?

Ans It was agreed that S. Bailey & Co was to pay them for the bark they peeled for us.

JOHN P. MORTON & CO.,
INCORPORATED,
LOUISVILLE, KENTUCKY.

4 Who were parties to that agreement.

Ans Myself, F. E. Bower, & Smith & Hampton.

5 Were not S Bailey & Co also parties that agreement.?

Ans I dont think they signed ~~any~~ the contract drawn up between Geary & Bower and Smith & Hampton.

6 Was there not an agreement between Geary & Bower Smith & Hampton & S Bailey & Co that S Bailey & Co were to retain in their hands and pay to Hampton & Smith $1.00 per cord on all the bark peeled by Hampton & Smith?

Ans I do not remember that there was. there might have been an order placed in there some way, I do not remember how that was.

7 Do you not remember some agreement of this kind. if you do please state your best recollection in reference to it.

Ans I do not remember how that was. I cant say.

47 8 I now hand you a paper dated April 20th 1895 purporting to be signed by W. E. Geary & F. E. Bower

and filed by W. T. Shipperson with his deposition marked Ex 13. please state if that is your signature & the signature of H E Bowen, your partner?

Ans Yes Sir,

9 When was the work printed under your contract with J Bailey Co to be shipped

Ans There was no set time when it was to be shipped.

10 Was you not to print it all in the year 1895.

Ans I believe we had orders to that effect.

11 Was it not to be shipped the same year

Ans No Sir not under our contract. No time set when it should all go out of here.

12 Why was it not all shipped in 1895

Ans Well I do not know just why it should not all have been shipped in 1895 but it was not.

13 How much of it was not shipped in that year? Give me your best estimate?

Ans I do not know; I suppose there was 100.

JOHN F. MORTON & CO.,
INCORPORATED,
LOUISVILLE, KENTUCKY.

45

cords or more I dont Know just what there was of it.

15 Was the failure to ship in 1895 caused by the failure of Geary & Bowen to deliver the work on Board cars at Ewing, the falling in of the tunnel or what?

Ans The tunnel had something to do with it it was falling in, but I do not Know what the cause was.

16 Is it not a fact, that raw work will damage bodily by lying in the woods ~~[illegible]~~ summer and winter?

Ans It is likely to damage some if not properly taken care of.

17 Was the work, packed ~~[illegible]~~ or had packed by Geary & Bowen, put up in such a way as not to damage

Ans I do not Know how that was. I saw part of it which seemed to be packed up very nicely the other I did not see.

18 If said work did injure in the woods or if the price fell, whose loss was it to be. Geary & Bowen's or S Buckley & Co's

Ans Geary & Bowen was to take returns of

tanneries inspection and would have been a loss to them.

19 Do you mean that you were to take the tanner's inspection, as to quantity, or quality.

Ans As to quality.

20 Then if you delivered bark packed by you in full cord measurement, and the bark was to turn out or be pronounced not good in quality, do you mean to say, that you were to loose all your work on it.

Ans We were to lose the dockage on it. ~~Cause if we~~ Our contract was that we was to take the tanneries inspection as to quantity and quality.

Re-examined.

1st Q Is it or not true that all the bark peeled by Hampton & Smith in 1895 was peeled by Hampton & ~~Bowen~~. Smith for Yeary & Bowen.

Ans Yes Sir.

Was S. Bailey & co to pay Hampton & Smith or retain same from the price they agreed to pay you, and pay them according to your contract.

Ans Yes the agreement was they were to pay it out of the amount coming to Yeary

JOHN P. MORTON & CO.
INCORPORATED,
LOUISVILLE, KENTUCKY

& Bowen according to the contract of S. Bailey & Co.

W. E. Yeary

James D. Yarborough another witness of lawful age being duly sworn deposes and says.

1st Q. State your name, age, residence, occupation.

Ans. James D. Yarborough, 30 years, Ewing La. lumberman.

2nd Q. Are you acquainted with, W. C. T. Richmond of Ewing La. and W. T. Sheppeson of S. Bailey & Co.

Ans. Yes Sir.

3rd Q. Were you present at Mr Richmonds store some time of the summer of 1896 June or July and hear a conversation between W. C. T. Richmond & W. T. Sheppeson in presence of yourself and J. S. B. Richmond when said conversation was in relation to what is known in this suit as old return for lumber sawed by you and others for S. Bailey & Co prior to July 1896. If your answer is yes. state what was said as you now remember as to payment of old return.

Ans. Yes I was present and heard the conversation. That was in July I heard this conversation. Mr Richmond asked Mr Shepperson as well as I remember where the retain was for the old lumber that had been shipped out. And I do not remember what Mr Shepperson said, but Mr Richmond asked him if he was going to pay the old retain and I think the word Mr Shepperson said, was, the old retain will never come here; and they had a little spat about it someway and Mr Richmond told him that it would come, it was due him. That is about all I remember.

4th In this conversation did Shepperson agree to pay said retain to Richmond or any part of it or ultimate he would pay it.

Ans. The old retain he said he would not pay. He did not agree to pay the old retain.

J D Yarbrough

JOHN P. MO[illegible] & CO.,
INCORP[illegible]D,
LOUISVILL[illegible]TUCKY.

The foregoing depositions were taken before me at the time and place stated in the caption pursuant to notices hereto attached and by agreement of the parties that the witnesses were duly sworn before testifying said depositions were read to them and subscribed to by them before me. I further certify that I am not akin to any of the parties in this action and that the plaintiffs H. C. T. Richmond Ball & Suavely & Hampton & Smith were represented by C. T. Duncan as attorney and the defendant by G W Saulsbery attorney.

Given under my hands this the 16th day of February 1897.

W. H. Gagle Notary Public
Bell County Ky
My commission expires Feby 4 1900.

Bill of Cost

Charles H. Woolworton	1 day & 38 miles	1.22
J. W. Yarborough	1 day & 38 miles	1.22
W. E. Geary	1 day & 20 miles	50
Notary Public fee	1	4.50
Postage		.25
Paid by ~~H. J.~~ S. Bailey & Co		$7.69

Hampton + Smith Begins page 12
X 24 - " " " 34

S. Bailey & Co
adv } Depositions
H. C. Richmond

Received by mail in
Good Condition and
filed Feby 20th 1897
A. B. Murray Clerk

In The Circuit Court for The County of Lee;

Hampton & Smith Plaintiffs,

vs. In Chancery

~~Sheppexxxxxxxx~~
S. Baily & Co. Defendnts:

This day James Hopton, former with J.D. Smith, under the firm name of Hampton & Smith. personally appeared before me. A. B. Muncy, Clerk of the Circuit Court for the county of Lee, and made affidavit that the claim for which the above entitled suit is instituted, and that he believes that the said Hampton & Smith are entitled to and ought to recover in the said suit $300.00, at least, with interest thereon from the 15th day of Nov. 5 till paid, and that to the best of the affiant's belief; the defendants, S. Baily and W. T. Sheppard, who compose the firm of S. Baily and Co. are not residents of this State and have estate and debts belonging to them, the said defendants within the said County of Lee, in which this suit is; and that the said defendants are removing, or have removed their estate or the proceeds of the sale of their property, or a material part of such estate or proceeds out of this said, so that process of execution on a judgement obtained by the ordinary course of law would be unavailing.

James Hampton

Subscribed and swom to before me this the 24th day of Sept. 1876.

A B Muncy
Clerk.

No. .....

MIDDLESBOROUGH, KY., April 20 1896

"A"

S. BAILEY & CO.

TO H. C. J. Richmond DR.

P. O. ADDRESS Burnaq Va

For amount - to pay labor for J. S. Yarbrough from Feb. 25 to March 31.	243 41
For amount - for time of J. S. Yarbrough from Feb. 25. to March 31. 25 days @ 2.00	51 60
	295 01

This amount - is paid on account - of J. S. Yarbrough in accordance with understanding between S. Bailey & Co., H. C. J. Richmond & J. S. Yarbrough.

RECEIVED April 20 1896, of S. BAILEY & CO.,

Two hundred & ninety five 01/100 Dollars in full for the above account.

$295.01

H. C. J. Richmond

VOUCHER NO. .....

S. BAILEY & CO.

Date April 20 1896

Name Mr. C. J. Richmond

P. O. Address Burning Va

1	*Willett's Tract*		
2	*Lumber Account*		
3	*Tie Account*		
4	*Bark Account*		
5	*Expense Account*		
6	Yarnmugh Mill 29501		
7			
8			
9			
10			
11			
12			
13			
14			
	$		

No. .....

MIDDLESBOROUGH, KY., May 18 1896

"B"

S. BAILEY & CO.

TO D. S. Yantrough DR.

P. O. ADDRESS Ewing Va

Sawing 2165 Ties				
Upper Mill 1636		07½	122.70	
Lower " 529				
Bot. Loop 323		06½	21.00	
S.B. Co. " 206		.08	16.48	160 18
Sawing Lumber				
75348 ft. Willetts Jr. Loop				
19865 " Bot "				
95213 "		2.00	190.42	
1600 " Siding from Ties		1.50	2.40	192 82
allowance for deduction in apine				3 26
Inspecting 6¼ hours		.20		1 25
				357 51
Balance from last month				57 77
				415 28

RECEIVED May 18 1896, of S. BAILEY & CO.,

Four hundred & fifteen 28/100 Dolls in full for the above account.

$415.28

H. C. J. Richmond

VOUCHER NO. .....

S. BAILEY & CO.

Date May 18, 1894

Name J. S. Yarbrough

P. O. Address Dunning Va

1	*Willett's Tract*		
2	*Lumber Account*		
3	*Tie Account*		
4	*Bark Account*		
5	*Expense Account*		
6	J. S. Yarbrough bill	415	28
7			
8			
9			
10			
11			
12			
13			
14			
	$		

No. .....

MIDDLESBOROUGH, KY., June 27 1896

"C"

S. BAILEY & CO.

TO D. S. Yarbrough DR.

P. O. ADDRESS Ewing

Sawing in May. 68523 ft. Willers Loop			
14908 – Bought –			
83431 –	2.00	166	86
10112 – Jie Siding	1.50	15	16
2666 – Shipped.	.65	17	33 ×
Transferring n.y.c # 5523 to L.n # 7902		1	40
Loaning L.n # 7675. 10441 ft.			
– # 10806 9369 –			
– # 2293 2666 –			
22476 –	.35	7	86
		208	61

× Error showed up $1.73. Difference $1.50 to be adjusted in July

RECEIVED June 24 1896, of S. BAILEY & CO.,

Two Hundred & eight 61/100 Dollars in full for the above account.

$208 61

W. W. T. Richmond

VOUCHER NO. .....

S. BAILEY & CO.

Date June 24. 1896

Name D. S. Yarbrough

P. O. Address .....

1	*Willett's Tract*		
2	*Lumber Account*		
3	*Tie Account*		
4	*Bark Account*		
5	*Expense Account*		
6	Yarbrough Mill a/c	208	61
7			
8			
9			
10			
11			
12			
13			
14			
	$		

Note transposition of figures in last credit item, making it 18.00 too much, entered $3.49 should have been 35.49 as will be shown by a calculation

S. BAILEY,
DANVILLE, PENN.
W. T. SHEPPERSON,
MIDDLESBOROUGH, KY

S. BAILEY & CO.
LUMBER, RAILROAD TIES AND BARK
MIDDLESBOROUGH, KENTUCKY

MILLS AT
EWING, VA.
WHEELERS, VA.
MIDDLESBOROUGH, KY.

"D"

July 27th 1896

Statement of sawing done by J D Yarbrough In June 1896.
For S Bailey & Co/Ewing Va:

To Sawing 67449 ft at $ 2.00 per M/		$ 134.90
To Sawing Shipped out in June at 65 cts per M/		2.22
To Sawing 1275 R R Ties from upper Mill at 7 1/2 Cts.		95.62
To Sawing 782 R R Ties from lower Mill at 8. "		62.56
To Sawing 546 R R Ties from out side logs 6 1/2 "		53.49 - should be 35.49
		$ 348.79
Less amount over paid J D Y in June.	$ 15.60	
Less " Cash " J D Y in June.	8.00	clothes Kinnard
Less " Bal On belt J D Y In June.	7.00	
Less Cash Paid H C T Richmond 7/21.	75.00	
	$ 105.60	105.60
		$ 243.19

3419 ft

Recd check July 27th 1896
for the above amount
H. C. T. Richmond

NO. .....

MIDDLESBOROUGH, KY., ... 189 .....

S. BAILEY & CO.

TO ..... DR.

P. O. ADDRESS .....

The $100 retained on 1 of belt in this voucher, with the surfacing of the dog boards to Hol. Stove wks makes 15 4/3, Cost of belt for planer, bought by S B & Co for J D Yarbrough

RECEIVED ..... 189 ....., of S. BAILEY & CO.,

..... in full for the above account.

$ .....

VOUCHER NO. .....

S. BAILEY & CO.

Date July 27th 1896

Name J D Yarbrough .

P. O. Address Ewing Va.

		348.	79
1	*Willett's Tract*		
2	*Lumber Account*		
3	*Tie Account*		
4	*Bark Account*		
5	*Expense Account*		
6			
7			
8			
9			
10			
11			
12			
13			
14			
	$	348.	79

1

No. .....

MIDDLESBOROUGH, KY., July 27th 1896 189

"6"

S. BAILEY & CO.

TO H C T Richmond . DR.

P. O. ADDRESS Ewing Va.

For Orders taken up for Extrat Labor Loading Lumber and Tie Logs & Bark. in June for S Bailey & Co.	$ 22.35

RECEIVED July 28th 1896, of S. BAILEY & CO.,

Twenty two + 35/100 in full for the above account.

$22.35

H. C. T. Richmond

VOUCHER NO. .....

S. BAILEY & CO.

Date July 27th 1896

Name H C T Richmond

P. O. Address Ewing Va

1	*Willett's Tract*	22.	35
2	*Lumber Account*		
3	*Tie Account*		
4	*Bark Account*		
5	*Expense Account*		
6			
7			
8			
9			
10			
11			
12			
13			
14			
	$	22.	35

NO. 1

MIDDLESBOROUGH, KY., April 20 1896

S. BAILEY & CO.

TO H. G. J. Richmond DR.

P. O. ADDRESS Burning Va

For Balance of earnings of Sunny Line as per statement rendered. This amount to apply on expenses of operation	71 72

RECEIVED April 20 1896, of S. BAILEY & CO.,

Seventy one 72/100 Dollars in full for the above account.

$71 72

H. G. J. Richmond

Surry Line

VOUCHER NO. .....

S. BAILEY & CO.

Date April 20. 1896

Name J. B. & J. Richmond

P. O. Address Surry Va

1	*Willett's Tract*		
2	*Lumber Account*		
3	*Tie Account*		
4	*Bark Account*		
5	*Expense Account*		
6	Surgreenery	71	72
7			
8			
9			
10			
11			
12			
13			
14			
	$		

NO. .....

MIDDLESBOROUGH, KY., May 16 1896

"G"

S. BAILEY & CO.

TO H. C. J. Richmond DR.

P. O. ADDRESS Boring Va

For earnings of Lumpy Lime as follows:		
Hauling in April 7694 8/1-	1.35	10388
" Jan to May 13. 1842	.02½	4605
		14993

To be applied for operating expenses

RECEIVED May 18 1896, of S. BAILEY & CO.,

One hundred + forty nine 93/100 Dollars in full for the above account.

$149 93

H. C. J. Richmond

Sunny Side

VOUCHER NO.

S. BAILEY & CO.

Date May 18. 1896

Name H. T. & J. Richmond

P. O. Address Sunny Side

1	Willett's Tract		
2	Lumber Account		
3	Tie Account		
4	Bark Account		
5	Expense Account		
6	Am Greenlay	149	93
7			
8			
9			
10			
11			
12			
13			
14			
	$		

No. .....

MIDDLESBOROUGH, KY., June 24 1896

S. BAILEY & CO.

"A"

TO Wm. Greenley Trustee DR.

P. O. ADDRESS .....

Hauling in May 68523 ft. Saw Logs			
10112 " Ice Siding			
78635 "		1.35	106 16
9 cars Bark		1.25	15 75
			121 91
Less			
Coal	Apr. 15	17.24	
"	June 1	16.70	
" Wm.	" 5	20.70	
Lima Loco. Mach Works June 16.		17.05	71 69
Balance paid to M. C. T. Richmond			50 22

RECEIVED June 24 1896, of S. BAILEY & CO.,

Fifty 22/100 Dollars in full for the above account.

$ 50 22/100

M. C. T. Richmond

Lumbering Crew

VOUCHER NO. .....

S. BAILEY & CO.

Date June 24. 1892

Name Wm. Greenley

P. O. Address .....

1	Willett's Tract		
2	Lumber Account		
3	Tie Account		
4	Bark Account		
5	Expense Account		
6	Wm Greenley	50	22
7			
8			
9			
10			
11			
12			
13			
14			
	$		

S. BAILEY,
DANVILLE, PENN.
W. T. SHEPPERSON,
MIDDLESBOROUGH. KY

S. BAILEY & CO.
LUMBER, RAILROAD TIES AND BARK
MIDDLESBOROUGH, KENTUCKY

MILLS AT
EWING, VA.
WHEELERS, VA.
MIDDLESBOROUGH, KY.

"9"

July 27th I896

Statement of Tramming by the STreet Rail Way E M Greenely Trustee.
For S Bailey & Co at Ewing In June I896

To Tramming 43882 ft logs at 4 I.35 per M.	$ 59.24
To Tramming 2057 R R Ties at 2 I/2 cts each.	5I.40
To Tramming I2 cars Bark at I.75 per car.	2I.00
	I3I.64
Less Cash Advanced H C T Richmond in June . for repairs.	50.00
	$ 8I.64

Recived Payment in full for the above acount.

H. C. T. Richmond

NO. .....

MIDDLESBOROUGH, KY., July 27th 1896

S. BAILEY & CO.

TO E M Greenely Trusee. DR.

P. O. ADDRESS Middlesborough Ky.

RECEIVED ..... *189*...., *of* S. BAILEY & CO.,

..... *in full for the above account.*

$ .....

Lumber Bill

VOUCHER NO. .....

S. BAILEY & CO.

Date July 27th 1896

Name E M Greenely Trusee.

P. O. Address Middlesborough? Ky.

1	*Willett's Tract* 131.	64	
2	*Lumber Account*		
3	*Tie Account*		
4	*Bark Account*		
5	*Expense Account*		
6			
7			
8			
9			
10			
11			
12			
13			
14			
	$	131.	64

Law Office

G. W. Saulsberry.

Middlesboro, Ky., 189

POWER OF ATTORNEY.

I the undersigned, G.W.Saulsberr, do hereby authorize and empower B.H.Sewell, my attorney in fact, to sign my name to a bond to release an attachment and perform the judgment of the court in an action, wherein Hampton and Smith are plaintiff and S.Bailey and Co are defendants now pending in the Lee Circuit court, in Chancery in Lee county and wtate of Virginia and when said bond is so signed by said Sewell, it shall be as binding on me as if done in my own proper person.

Given under my hand and seal, this the 19th day of March 1897.

G W Saulsberry (seal.)

Signed and Sealed in the presence of, Burt Fox

West. Johnston & Co., Richmond.

Know all Men by these Presents, That we G. W. Saulsbury

are held and firmly bound unto James Hampton & J. D. Smith partners under the firm name of Hampton & Smith in the sum of Six hundred Dollars, to the payment whereof we bind ourselves, our heirs, executors and administrators, jointly and severally, by these presents. We hereby waive the benefit of our homestead exemption as to this obligation. Witness our hands and seals this 22. day of March 1897.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas James Hampton and J. D. Smith partners doing business under the firm name of Hampton & Smith plaintiffs in a suit instituted in the Circuit Court of the County of Lee, against S. Bailey & W. T. Shipperson partners doing business under the firm name of Hampton & Smith defendant, has upon affidavit, made in due form of law, sued out of the Clerk's Office of the said Court an attachment against the estate of the said S. Bailey & Co for the sum of Three hundred dollars That being the amount claimed by the said plaintiff in the said suit.

NOW THEREFORE, If the said S. Bailey & Co or some one for them shall do and perform such judgment or decree as may be rendered against them by the circuit court of Lee county in said cause then this obligation ~~shall pay all costs and damages which may be awarded against or sustained by any person by reason of suing out the said attachment, then the above obligation~~ to be void, otherwise to remain in full force.

G. W. Saulsbury [SEAL.]
By B. N. Sewell attorney in fact [SEAL.]
[SEAL.]

Executed in the presence of A B Munsey

The sheriff accepted G. W. Saulsbury as surety in this bond by my consent as atty for Hampton & Smith, March 22 - 1897. E. F. Duncan.

~~In the Clerk's Office of the Circuit Court of the County of Lee, the~~ day of 189 .

the securit in the above bond, this day made oath before me, A. B. MUNSEY, Clerk of the said Court, that estate, after a payment of all debts and of such liabilities as he ha incurred for others and expect to have to pay, worth $ the penalty of the said bond.

Given under my hand as Clerk of the said Court this day of 189

Clerk

and whereas W. P. Hutton sheriff of the county aforesaid did attach unto a lot of land belonging to the said firm of S. Bailey & Co. on the man yard at Pennington coaling & ore co. to satisfy a certain debt owing to Hampton & Smith by said firm, now in the hands of W. T. Shipperson & G. W. Saulsbury # Now if said property is restored to the possession of said firm of S. Bailey & Co. and they shall pay or cause to be paid the amount of the judgment or decree and the costs of said suit

S. Bailey & Co

Bond to perform

to { ~~Attachment Bond~~. Judgment of Court,

Hampton & Smith

C. T. Duncan p. q.

Returned by W. P. Weston Sheriff and filed on this the 22. day of March 1897

A. B. Murray Clerk

S. BAILEY & CO.,
LUMBER.

Middlesborough, Ky., Sept 16 1895 No. 114

The Manufacturers' Bank.

pay to the order of Hampton & Smith — $59.24

Fifty nine and 24/100 Dollars

S. Bailey & Co.

MANUFACTURERS BANK MIDDLESBOROUGH, KY.

Hampton & Smith
N. C. T. Richmond

For Collection for
POWELL'S VALLEY BANK
JONESVILLE, VA.
C. E. COUK, CASHIER.

For Collection, for Account of
CITY NATIONAL BANK
KNOXVILLE, TENN.
Wm. S. SHIELDS, President.

This agreement witnesseth — ~~Between~~ Wm E. Yeary ~~Ad~~ (J. E. Brown) and James Hampton & Jo D Smith — The first two named of Madeira boro Ky the last two named of Lee Co Va — The said Yeary & Brown contract to pay the said Hampton & Smith one dollar per cord for cutting the timber and peeling the bark from the Chestnut Oak Timber belonging to J. S. Bailey & Co. on Cumberland Mountain known as the Willets & Gibson Timber. The said Hampton & Smith bind themselves to cut and peel the bark ~~from~~ said timber during the present season — Bark to be set up in portion to cord. ~~And bark~~ to peeled in a workman like manner — The amount of the one dollar per cord is to be paid by J. Bailey & Co to the said Hampton & Smith — Bark shipped in April to be paid for 15th May (return measure) our bark shipped in may to be paid for 15th June & October to the Close — This April 8th 1895 — Signed — & Sealed by us & yeary

Witness
H C T Richmond

(Seal)
J. E. Brown (Seal)
Junior Hampton (Seal)
J. D. Smith (Seal)

Mary V. Brown
Contract
with
Hamilton & Smith

Exhibit J.D.S. No 24,
Filed April 5th 1878

34

Nothing done at order

Whereas J.D.Yarbrough and E E McNab have become indebted to H C T. Richmond and S.Bailey & Co. and it is desired to arrange for a settle- of said indebtedness it is agreed between the said parties as follows: that the amount due to H C.T.Richmond by J.D.Yarbrough and E.E.McNab in all the accounts against either or both of them both jointly and individually is ; that the amount due S.Bailey & Co.by J.D.Yarbrough and E.E.McNab,either or both of them jointly and individually is : that these balances are accepted as final by all parties hereto and shall never be questioned hereafter: J.D.Yarbrough agrees to pay these amounts by applying thereto all the receipts due him under a proposed arrangement for sawing the Lumber and railroad ties for S.Bailey & Co. in manner following:at the close of each month S.Bailey & Co.will make up a statement of the amount due J.D.Yarbrough under their agreement and shall first pay to H.C.T.Richmond so much of it as may be necessary to pay the amount he shall have paid during that month for the necessary running expenses of the mill,including wages to said Yarbrough and his men, supplies for the mill and actual repairs, provided that said Richmond shall not be called upon to furnish any amount beyond the actual earnings of the mill under the agreement: after repaying to said Richmond the amount due him for his advances during the month the balance due said Yarbrough shall be applied to paying the amounts herein declared to be due to H.C.T.Richmond and S.Bailey & Co until said amounts are fully paid. Settlements under this agreement to be made on the 15th of each month for the statements of the month previous.
To avoid any misunderstanding it is agreed that no advances shall be made to said Yarbrough at any time by S.Bailey & Co. so that said Richmond shall know at all times the actual situation of the account.

Exhibit (1)

No. .....

MIDDLESBOROUGH, KY., Aug. 15/96. ..... 189 .....

S. BAILEY & CO.

TO J. D. Yarbrough, ... DR.

P. O. ADDRESS Ewing, Va. .....

To 178769 ft. shipped at $.65	$116.20	
.. 10487 .. quartered oak shipped at $2.65	27.79	
		$143.99
Less overpayment in July (by transposition)	18.00	
		18.00
		$125.99

RECEIVED ..... *189* ...., *of* S. BAILEY & CO.,

..... *in full for the above account.*

$ .....

Ex. (2)

VOUCHER NO. .....

S. BAILEY & CO.

Date Aug. 15/96

Name J. D. Yarbrough

P. O. Address .....

1	*Willett's Tract*		
2	*Lumber Account*		
3	*Tie Account*		
4	*Bark Account*		
5	*Expense Account*		
6			
7			
8			
9			
10			
11			
12			
13			
14			
	$		

No. .....

MIDDLESBOROUGH, KY., Jan. 4/97 189

S. BAILEY & CO.

TO J. D. Yarbrough DR.

P. O. ADDRESS Ewing Va.

Amount Shipped from yard in Dec. 24687 ft. at 65¢ per M	$ 16.05
Dec. 12 Car # 11184 - 11031 ft.	
" 14 " # 6583 - 10182 "	
" 15 " # 8270 - 3474 "	
Total - - - - - - - 24687 "	
DUE Jany. 15/97	

RECEIVED ..... *189* ....., *of* S. BAILEY & CO.,

..... *in full for the above account.*

$ .....

Ex. (3)

VOUCHER NO. .....

S. BAILEY & CO.

Date .....

Name .....

P. O. Address .....

1	*Willett's Tract*		
2	*Lumber Account*		
3	*Tie Account*		
4	*Bark Account*		
5	*Expense Account*		
6			
7			
8			
9			
10			
11			
12			
13			
14			
	$		

~~Internal Revenue Service,~~
~~Sixth District of Virginia,~~
~~Deputy Collector's Office,~~

Evening 19 april 23, 1896

Mess S Bailey & Co.
Murdersboro Ky

Gentlemen,

I had hoped to have your check corrected amounting. a. m for the one returned yesterday

I have your bills due the agent at this place for about $25.00 as I have already advanced $25.00 of my own money to pay March acct for St R Way — If it is your pleasure to carry out our understanding as I understood — then

No. .....

.....

Dep'y Collector of Internal Revenue, 6th Dist., Va.

.....

....., *189* .

SUBJECT:

No. of Inclosures, ...

Officers of Internal Revenue must fill out the indorsement and brief on the back of each letter to the Department.

Ex (41)

Internal Revenue Service,
Sixth District of Virginia,
Deputy Collector's Office,

....., 189 .

I am ready to take up these bills promptly. My understanding was that S. Bailey & Co would pay over to me the amount due on estimates at the close of each month — I to pay with this money — all bills for running expenses during that month, and when there was a surplus — we (that is H C McDowell and S. Bailey & Co) would divide and place to Cr of Yarbaugh & McNabb on old account — This is the only way that it can be done satisfactory and without getting bills mixed

No. .....

.....

Dep'y Collector of Internal Revenue, 6th Dist., Va.

.....

....., *189* .

SUBJECT:

No. of Inclosures, ...

Officers of Internal Revenue must fill out the indorsement and brief on the back of each letter to the Department.

Ex (4)

Internal Revenue Service,
Sixth District of Virginia,
Deputy Collector's Office,

....., 189 .

There were bills against the Mill for March presented yesterday — So I had to decline to take them up, because my bill had gone in to you and I had nothing with which to pay them — "As long as you depend upon men without business qualifications to render statements of expenses for a month — that long will your business be mixed — I have a voucher for every dollar I pay & my books are open for

No. .....

.....

Dep'y Collector of Internal Revenue, 6th Dist., Va.

.....

....., *189* .

SUBJECT:

No. of Inclosures, ...

Officers of Internal Revenue must fill out the indorsement and brief on the back of each letter to the Department.

(4)

Internal Revenue Service,
Sixth District of Virginia,
Deputy Collector's Office,

....., 189 .

inspection at any time you are here — but hereafter if I am to be pay master I must decline to send in my account for the month past until bills are all brought in and paid — then every body will be satisfied — otherwise the growling goes on and I am censured — If Mr. S. can he had best come up to Marion moving — Little Uncle Jake — and I fear from the amount of calls in the neighbourhood — there is

No. .....

.....

Dep'y Collector of Internal Revenue, 6th Dist., Va.

.....

....., *189* .

SUBJECT:

No. of Inclosures, ...

Officers of Internal Revenue must fill out the indorsement and brief on the back of each letter to the Department.

Eg. 47

Internal Revenue Service,
Sixth District of Virginia,
Deputy Collector's Office.

....., 189 .

not a sufficient amount of fish going to satisfy you. Our Mill gumed and hammered St Louis yesterday - and this A. M. is still hammering -

As I have to go to Jonesville Saturday morning - I trust it will be your pleasure to send my check by to Marion (Friday) morning's mail.

Very Truly Yours -
A C D. Richmond

Ex. (4)

No. .....

.....

Dep'y Collector of Internal Revenue, 6th Dist., Va.

.....

....., *189* .

SUBJECT:

No. of Inclosures, ...

Officers of Internal Revenue must fill out the indorsement and brief on the back of each letter to the Department.

STATEMENT OF BARK SHIPPED IN 1895.

Showing Debits and Credits to Yeary and Bowen.

Date Shipped		Car Nos.	Amount of Bark
Apl.	25	18987	12 14/128 Cds.
	25	18296	11 58/
May	1	1284	12 39/
	2	18085	10 56/
	3	718	8 36/
	6	2744	11 119/
	7	17946	11 111/
	9	4894	8 20/
	15	580	9 111/
	15	7129	8 110/
	20	2569	12 22/
	20	18773	11 119/
	21	18942	12 38/
	22	19085	12 15/
	22	4172	8 32/
	22	9058	9 6/
	23	1110	9 2/
	28	1352	11 112/
	28	4332	9 2/
	28	3637	9 41/
	29	419	10 65/
	29	4014	9 21/
	29	4239	9 60/
	31	239	9 60/
	31	3001	9 60/
	31	1446	9 100/
June	1	1604	9 67/
	5	17832	11 88/
	7	3748	8 110/
	3	1459	9 60/
	10	3742	8 110/
May	24	1267	8 76/
June	11	6789	12 27/
	12	4965	9 21/
	13	1986	9 41/
	14	5152	8 76/
	15	4325	9 106/
	17	360	8 39/
	19	18855	12 124/
	25	292	10 76/
	25	17082	12 64/
	25	4902	8 98/
	27	758	11 43/
	28	1544	9 8/
	28	811	11
	28	11483	12
	28	1382	9 8/
July	5	772	10
	5	2553	10 125/
	5	901	9 42/
	5	1269	8 20/
	9	743	8 71/
	9	953	11 21/
	9	749	8 110/
	11	5450	8 92/
	11	2027	8 116/
Aug.	3	1842	8 71/
	3	2241	8
	3	2261	8 110/
	3	18969	10 103/
	3	936	11 110/
July	29	11275	11 21/
June	8		2 52/
			--626--23/128 Cords at $3.50 $2191.63

Ex (5)

D E B I T S.

May	15	Cash							$ 82.46
June	15	"							473.71
"	22	"							313.04
July	8	"							99.44
"	18	"							575.19
Aug.	3	"							143.82
"	15	"							296.32
Sep.	16	"							157.36
Car No.		2569	12	22/128	cords, docked		$1.00	per cord	12.17
"	"	749	8	110/	"	"	.50	" "	4.43
"	"	953	11	21/	"	"	.50	" "	5.58
"	"	743	8	71/	"	"	.50	" "	4.28
"	"	5450	8	92/	"	"	1.50	" "	13.08
"	"	2027	8	116/	"	"	1.00	" "	8.90
"	"	2241	8		"	"	1.00	" "	8.00
"	"	2261	8	110/	"	"	1.00	" "	8.86
"	"	18969	10	103/	"	"	4.00	" "	43.22
"	"	936	11	110/	"	"	1.50	" "	17.79
"	"	11275	11	21/	"	"	4.00	" "	44.65
"	"	1842	8	71/	"	"	2.00	" "	17.11
									$2329.41

Total Debits	$ 2329.41
Total Credits	2191.63
Bal. Due S. Bailey & Co.	137.78

Ex (15-4)

S. BAILEY & CO.,

LUMBER.

DANVILLE, PENN'A.

S. BAILEY.
W. T. SHEPPERSON.

PLEASE REMIT TO MAIN OFFICE.

BRANCH OFFICE, MIDDLESBOROUGH, KY., Sept 16 1895.

Mboro Ky 9-16-95

Recd of S Bailey & Co.
Six Hundred and fifteen and 26/100
Dollars in full for Statement
Rendered, less fifty Dollars
Retained for final Settlement
of Six Mans Damaged Boards
$615.26/100.

Henry A Bowen

297.36
157.36 - bark
187.50 - " in stack
220.40 - lum
565.26

Amt Paid 565.26

148.12 - Y+B
59.24 - H+S
207.36

Ex. (b)

Ex. (9)

April 30/96 Saw Mill Co

April	4	Order by Tom McCabb	1	00
✓	9	" " " " "	1.	00
✓	14	" " " " "	1.	00
✓	16	" " " " "	1.	00
✓	18	" " " " "	1.	00
✓	20	" " " " "	1.	00
✓	23	" " " " "	1.	00
✓	24	" " " " "	1.	00
✓	25	" " " " "	1.	00
			$9.	00

April	8	Frank Sorton		
✓		order " " "		80
✓	4	" " " " "		75
✓	15	" " " " "	1.	00
			2.	55

April	23	Frank Ayers		
✓ D	23	Order " " "		80 Dunny
✓ D	24	" " " " "		40 Dunny
✓ D	25	" " " " "		40 Dunny
✓ D	30	" " " " "	1.	30
			2.	90

April	25	Henry Wheat		50
✓	20	John Smallwood	1.	50
✓	22	" " " "		75
✓	22	Morgan Atkins		75
✓	23	" " "	1.	00
✓	24	" " "	1.	00
✓	25	" " " "	1.	00
D.	30	Charlie Taylor		16 Dunny
✓	30	David Hamilton	2.	30
✓	30	Rob Oakes	1.	40
✓	30	Thomas Rice	2.	30
✓	7	Frank Lee		90
✓	4	Lenard Lively	1.	50
✓	21	" " " "	1.	00
✓	28	Elias Ayers		20
✓	25	Will Ayers	1.	50
✓	25	" " "	1.	00
			$33.	11

April	30	Amos Lorenzo	$33.	11
✓	22	Wm Smith		75
✓	23	Jesse Curry	1.	00
	20	S Bailey & Co		
	20	Sam Kleiner		25
	22	" " "		50
	23	" " "		80
	24	Rufus Nelson	1.	00
	24	" " " "	1.	00
	29	W. H. Johnson		50
	30	" " " "		50
		Total Amt	$39.	41

Ball & Swanly

Please attach the orders to this and send to me - Some are for Dunny, some S. Bailey & Co - Some for Parlor Mill Co - and they have to go in regularly at first of each month and paid off 15th. if there is money to do it.

May 1 - 1896.

H C T Richmond

Amt	S. Bailey & Co	$ 4.55	Paid
"	Dunny Lime	1.76	Paid
		631	
		$ 33.10	

3941
631
$33.10

NO. .....

MIDDLESBOROUGH, KY., Aug. 15/96. 189

S. BAILEY & CO.

TO E. M. Greenley, Trustee, DR.

P. O. ADDRESS Middlesborough, Ky.

1896.	Cr.		
July.	To Tramming (17) cars bark at $1.75 per car		$29.75
	Dr.		
	To 2000 ft. oak bill lumber at ~~$~~ 10.00 ~~cs~~. per M.	$20.00	
	.. Atkinson & Co. bill for iron	5.31	
	.. lumber at Middlesborough	5.00	
		30.31	
	Bal. due S. Bailey & Co.		.56

RECEIVED ..... *189* ...., *of* S. BAILEY & CO.,

..... *in full for the above account.*

$ .....

Ex. (11)

VOUCHER NO. .....

S. BAILEY & CO.

Date Aug. 15/96

Name E. M. Greenley Jun.

P. O. Address .....

1	*Willett's Tract*		
2	*Lumber Account*		
3	*Tie Account*		
4	*Bark Account*		
5	*Expense Account*		
6			
7			
8			
9			
10			
11			
12			
13			
14			
	$		

Middlesborough, Ky 6/26 1896

M. J. D. Yarbrough

Bought of A. M. KINNAIRD & CO.,

SHOERS AND FURNISHERS.

May 30	1	Dust					
		Paid Jan 27th 1896					
		A M Kinnaird & Co					

Ex (12)

Middlesboro. Ky. Apl 20th 1895

This is to show that we have instructed Asbury Co. to retain from our contract with them for peeling and delivering poor on cars on L & N RR, one dollar pr cord to be paid Mr Hampton for peeling — also one and twenty five cts 1.25/100 pr. car (train car) to be paid Mr Greenley for hauling poor from woods to L & N RR also 25¢ pr M from logging contract to be paid Mr Greenley on ack of hauling out logs, and further — that we agree to load all logs on train cars for the Summy Line —

W. E. Yeary Seal

H. E. Bowen Seal

Ex (13)

Cook & Little & Stephens
Bar & Attorneys at Law

S. BAILEY,
DANVILLE, PENN.
W. T. SHEPPERSON,
MIDDLESBOROUGH. KY

S. BAILEY & CO.
LUMBER, RAILROAD TIES AND BARK
MIDDLESBOROUGH, KENTUCKY

MILLS AT
EWING, VA.
WHEELERS, VA.
MIDDLESBOROUGH, KY.

Augb 4th 1896

James Hampton Esq.

Ewing Va:

Dear Sir:

The Writer promised you to investigate the bark shippments to W W Mooney, and we find that he ~~ms~~ has agreeded to take them at a price that will net us a trifle over the freight? Now in order to be fair with you as we know how, we will make you the following propisition, that is we will pay you 5o cts per cord on the return measurments on the bark shipped to W W Mooney also to the Middlesborough Tannery. if this is satisfactory advise us at once and we will upon the recipt of the measurements of the middlesborough people, send you a check to close the acount. Yours Truly?

S Bailey & Co S.

hope to get back some time during the month.

"14"

S. BAILEY & CO.,

LUMBER.

S. BAILEY.
W. T. SHEPPERSON.

DANVILLE, PENN'A March 15th 189 1

Messrs Geary and Bauer
Middlesboro Ky

Gentlemen
The writer expects to return to Middlesboro about apl 1st in the meantime we hope you will arrange matters so that you will be able to commence posing boards just as soon as it is possible to do so. for we must have it all peeled this season. Kindly let me hear from you, and oblige

yours Respectfully
S Bailey & Co
Shepperson

Ex (15)

From W. H. Gagle Notary Public
Middlesboro Ky.

Exhibits

A. P. Munsey
Clerk Chancery Court
Lee County. Jonesville
Va.

COLLATERAL

Note of _____

Ex hibits

No. _____ $ _____

Exhibits to deposition

Exhibits to Deposition

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 132 Ewing, Va., 7/24/ 1894

H. C. T. RICHMOND,

Pay Bob Owens

90/100 Dollars

in Merchandise, on demand at your store.

$ 90 cts J. B. Bailey & Co. Pay

R. S. NEWMAN & CO., KNOXVILLE

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 148 Ewing, Va., 7/25 1896

H. C. T. RICHMOND,

Pay Robt Owens

.75 Dollars
100

in Merchandise, on demand at your store.

$ .75cts S. Bailey & Co

A. B. NEWMAN & CO., KNOXVILLE

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 100 Ewing, Va., 7/17/ 1896

H. C. T. RICHMOND,

Pay Bob Owens

35/100 Dollars

in Merchandise, on demand at your store.

$ 35 cts S Bailey & Co

R. S. NEWMAN & CO., KNOXVILLE

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 53 Ewing, Va., 7/11/ 1896

H. C. T. RICHMOND,

Pay Bob Crum

~~Dollars~~ 50/100

in Merchandise, on demand at your store.

$ socks S Bailey & Co) J D

R. S. NEWMAN & CO., KNOXVILLE

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 94 Ewing, Va., 7/15/ 1896

H. C. T. RICHMOND,

Pay Bak Barns

65/100 Dollars

in Merchandise, on demand at your store.

$ 65-06 S Bailey & Co / J Dy

R. S. NEWMAN & CO., KNOXVILLE

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 108 Ewing, Va., 7/17/ 1896

H. C. T. RICHMOND,

Pay Bab Owens

and Dollar Dollars
100

in Merchandise, on demand at your store.

$ 100 J. Bailey & J. H. Dy

S. B. NEWMAN & CO., KNOXVILLE

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 110 Ewing, Va., 7/18/ 1896

H. C. T. RICHMOND,

Pay Bab ones

one Dollar 00/100 Dollars

in Merchandise, on demand at your store.

$ 100 S Bailey & Co/ J D

R. B. NEWMAN & CO., KNOXVILLE

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 170 Ewing, Va., 7/25 189 6

H. C. T. RICHMOND,

Pay Bak Ewins

40/100 Dollars

in Merchandise, on demand at your store.

$ 40 00 J Bailey x (a) Ex

S. E. NEWMAN & CO., KNOXVILLE

No. 57 Ewing, Va., Feb 1 1896

H. C. T. RICHMOND,

Pay C H Walworth

60/100 Dollars

in Merchandise, ~~on demand at your store.~~

$ 60.05 S Baily & Co

R. B. NEWMAN & CO., KNOXVILLE

we hereby assign to H. C. T. Richmond the full amount of the Judgement which we obtained against S. Bailey & Co. at the June term 1897 of the Circuit of Lee Co Va.

Given under our hand this the 15th day of June 1897.

Witness: Hampton & Smith
Wm Stanley

Evansville
June 15th 1897

A B Muncy -
Clerk circuit Court
Lee Co Va

Please file the above assignment in the papers of Hampton & Smith vs. S. Bailey & Co. and have Judge Duncan to make a copy of it on the Judgement - and take such steps as will secure the payment to according to the above assignment

Yours truly
H. C. T. Richmond

Hampton & Smith
To } assignment
H. C. S Richmond

Filed June the 15th 1897
A B Munsey Clerk

1896 S Bailey & Co

In acct with H C Richmond

July For orders filled in July as follows

Viz To Tom McNabb. 20.100 100100100 80 35.40.	✓	$ 5.75
Jim Morgan 60.85 50.30 80 100 20 40 40 90 75.	✓	6.90
Lemuel Leady 60 100 100 50 80 100 40 65 100 40 40 85 90 75.	✓	10.25
Rile Morgan 60 50 90 40 75.	✓	3.15
John Dilman 15.75.	✓	90
Jim Dilman 75	✓	75
Bob Arom. 90 75.35.80.65.100 100 40	✓	5.85
Nath Gray 90.35.40.40.35.	✓	2.40
John Mollenos 75.85.100 50 65 80 40 100 115 100 40.95	✓	9.45
Don Folly —	✓	75
Will Davis 100 50 20 30	✓	2.00
Dick McNabb 100 35.20.65.35 85 40 90 75.	✓	5.45
Abe Clifton 100 100 50 80 100 40 115 65 100 60 50 75.	✓	9.35
Rile Clifton 50, 50, 10 —	✓	1.10
Henry Woodward 80 100 40 115.	✓	3.35
Sam Pleasor 35.40 —	✓	75
S. J. Smallwood 20 —	✓	20
George Jreal 10.115.40 —	✓	1.65
Charles Walston	✓	65
J D Yarbrough 12¼ days 2.00		24.50
Supplies	✓	35
		$ 95.45

106 — July 96 $7 0.95
1 bill 35¢

It is admitted that the foregoing account orders for which are filled are correct except the item 12¼ days amounting to $24.50 This item is disputed.

G W Saulsberry
Atty for S. Bailey & Co

52
65
0
262
0
31
48
33

R 5 DAYS RETURN TO
S. BAILEY & CO.
LUMBER
BARK
RAILROAD TIES
MIDDLESBOROUGH, KY.

Papers, for, Committee
for, March 1st.

95.45
24.50
$70.95

125.99
$196.94
16.05
$212.99

191.
70.95
$261.95
212.99
48.96

Virginian,
Print,
Jonesville, Va } Form No. 302.

In the Clerk's Office of the Circuit Court of the County of Lee

James Hampton & J D Smith Plaintiffs.
against
S Bailey & W. T Shepperson Defendants.
} In Chancery

This day H. C. T Richmond personally appeared before me A B Munsey Clerk of the said Court, and being duly sworn, made oath that S Bailey & W. T Shepperson defendants in the said suit are not residents of the State of Virginia,

Given under my hand has Clerk of the said Court, this 24th day of September 1896

A B Munsey Clerk

FORM No 302.

Hampton & Smith

vs. { AFFIDAVIT FOR ORDER OF PUBLICATION.

S Bailey & Co

Filed Sept 24th 1896
A B Murray Clerk
P Broo' ..... p. q.

In the Clerk's Office of the Circuit Court of the County of Lee on the 24th day of September 1896.

James Hampton & J D Smith Plaintiffs.
against
S Bailey & W. T Shepperson Defendants.

In Chancery

The object of this suit is to collect from the defendants S Bailey and W. T Shepperson partners trading under under the firm name and style of S Bailey & Co. the sum of $300.00 and to attach for that purpose the estate of the said S Bailey & Co. situate in Lee County Virginia, and subject the same or enough thereof to pay said debt interest & the costs of this suit.

And an affidavit having been made and filed that the defendant S. Bailey & W. T Shepperson are not residents of the State of Virginia, it is ordered that they do appear here, within fifteen days after due publication hereof, and do what may be necessary to protect their interest in this suit. And it is further ordered that a copy hereof be published once a week for four weeks in the South West Virginia, and that a copy be posted at the front door of the court-house of this County on the first day of the next term of the County Court.

A copy—Teste:

Pennington Bros & Duncan & Hyatt p. q. A. B. Munsey Clerk.

Hampton & Smith

VS. { ORDER OF PUBLICATION.

S Bailey & Co

I A B Munsey Clerk of the Circuit Court for Lee County Va do hereby Certify that I posted a Copy of the with in Order of Publication at the front door of the Court house of Lee County on the 1st day of the Oct term 1896.

Given under my hand this the 20th day of Oct 1896

A B Munsey Clk

Everett Waddey Co.,
Stationers and Printers,
Richmond, Va.
Form No. 300.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon S. Bailey & W. T. Thompson, partners in trade under the style and firm name of S. Bailey & Co.

to appear at the Clerk's Office of the Circuit Court of the County of Lee at the rules to be held for the said Court on the 1st Monday in October, 1896, to answer a bill in Chancery, exhibited against them in our said Court by James Hampton and J. D. Smith, partners, partners doing business under the style and firm name of Hampton & Smith

And have then there this writ. Witness, A. B. Munsey Clerk of our said Court, at the court-house, the 24th day of Sept 1896, and in the 121st year of the Commonwealth.

A B Munsey Clerk

Form No. 300.

Hampton & Smith

vs. { SUBPOENA IN CHANCERY.

S. Bailey & Co

Pennington Bros & Duncan & Hyatt p. q.

To 1st Octo Rules

Circuit Court.

Lee County.

Executed on this the 25 day of September 1896 by delivering a true copy of the within Subpoena in chancery to W. T. Shepperson one of the firm of S Bailey & Co. and for this executed on the 25th day of September 1896, by delivering the within

The plaintiff in this suit having made affidavit as required by law, at his requisition the officer to whom this writ is directed is hereby ordered to attach the estate of the defendants, S. Bailey and W. T. Shepperson, partners in trade under the firm name of S. Bailey and Co., or so much thereof as may be necessary to satisfy the amount of $300.00 and interest claimed in this suit, and the subject to keep to answer the furture order of the court.

Teste:

J. B. Blunsey Clerk.

& attachment on 25 stacks of Poplar lumber, on 18 stacks of Oak lumber on 12 stacks of Chestnut lumber and a lot of Cull lumber, all estimated at about 100,000 feet, and all situated and being on the lumber yard of S Bailey & Co near Ewing depot in Lee County Virginia. and claimed by the said W. T. Shepperson to be in his possession.

This 25th day of September 1896.

Not executed as S Bailey ~~[illegible]~~ he not being found in my county.

W. P. Weston S.L.C.

Everett Waddey Co., Stationers and Printers, Richmond, Va. } Form No. 300.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon S. Bailey and W. T. Shepperson, partners in trade under the style and firm name of S. Bailey & Co.,

to appear at the Clerk's Office of the Circuit Court of the County of Lee at the rules to be held for the said Court on the 1st Monday in October, 1896, to answer a bill in Chancery, exhibited against them in our said Court by James Hampton and J. D. Smith, partners doing business under the style and firm name of Hampton & Smith

And have then there this writ. Witness, A. B. Munsey Clerk of our said Court, at the court-house, the 24th day of Sept. 1896, and in the 121st year of the Commonwealth.

A. B. Munsey Clerk

The plaintiff in this suit having made affidavit as required by law, at his reqisition. the officer to whom this writ is directed is herby ordered to attach the estate of the defendants, S. Bailey and W. T. Shepperson, partners in trade under the firm name of S. Bailey and Co., or so much thereof as may be necessary to satisfy the amout of $300.00 and interest claimed in this suit, and the subject to keep to answer the future order of the court.

Teste:

A B Murray

Clerk

Form No. 300.

SUBPOENA IN CHANCERY.

vs.

p. q.

To ..... *Rules*

..... *Court.*

CERTIFICATE OF ORDER OF PUBLICATION.

WE, A. M. Goins and W. M. Davidson, editors of the SOUTHWEST VIRGINIAN, a weekly newspaper published at Jonesville, Lee county, Va., do hereby certify that the annexed notice was published in said paper once a week for four successive weeks, commencing on the 1 day of Oct. 1896.

A. M. Goins
W. M. Davidson } EDITORS.

VIRGINIA--In the Clerk's Office of the Circuit Court of the County of Lee, on the 24th day of September, 1896.

James Hampton & J. D. Smith, Plaintiffs.
Against
S. Bailey & W. T. Shepperson, Defendants.

IN CHANCERY.

The object of this suit is to collect from the defendants, S. Bailey and W. T. Shepperson partners trading under the firm name and style of S. Bailey & Co, the sum of $300.00, and to attach for that purpose the estate of the said S. Bailey & Co., situate in Lee county, Va, and subject the same or enough thereof to pay said debt, interest and the costs of this suit. And an affidavit having been made and filed that the defendants, S. Bailey and W. T. Shepperson are not residents of the State of Virginia, it is ordered that they do appear here, within fifteen days after due publication hereof, and do what may be necessary to protect their interest in this suit. And it is further ordered that a copy hereof be published once a week for four weeks in the SOUTHWEST VIRGINIAN, and that a copy be posted at the front door of the court-house of this county on the first day of the next term of the County Court.

A copy--Teste:

A. B. MUNSEY, Clerk.

Pennington Bros. and Duncan & Hyatt p. q.

1oct4w

Printer's fee
$6.00

CERTIFICATE OF ORDER OF PUBLICATION.

WE, A. M. Goins and W. M. Davidson, editors of the SOUTHWEST VIRGINIAN, a weekly newspaper published at Jonesville, Lee county, Va., do hereby certify that the annexed notice was published in said paper once a week for four successive weeks, commencing on the 1 day of Oct 1896.

A. M. Goins
W. M. Davidson } EDITORS.

VIRGINIA—In the Clerk's Office of the Circuit Court of the County of Lee on the 24th day of September, 1896.

H. C. T. Richmond, Plaintiff.
Against
S. Bailey & W. T. Shepperson, Defendants.

IN CHANCERY.

The object of this suit is to collect from the desendants, S. Bailey and W. T. Shepperson, partners trading under the firm name and style of S. Bailey & Co., the sum of $534 17 and to attach for that purpose the estate of the said S. Bailey & Co, situate in Lee county, Va, and subject the same or enough thereof to pay said debt, interest and the costs of th's suit. And an affidavit having been made and filed that the defendants S. Bailey and W. T. Shepperson are not residents of the State of Virginia, it is ordered that they do appear here, within fifteen days after due publication hereof, and do what may be necessary to protect their interest in this suit. And it is further ordered that a copy hereof be published once a week for four weeks in the SOUTHWEST VIRGINIAN, and that a copy be posted at the front door of the court house of this county on the first day of the next term of the County Court.

A copy—Teste:

A. B. MUNSEY, Clerk.

Pennington Bros. and Duncan & Hyatt p. q.

1oct4w

Printer's fee

$6.00

Hampton Smith

vs

Bill

J. Bailey & Co.

1896 1st Oct rules bill filed & pa Rec.
as to W. T. Shepperson & D. N.
as to him & O.P for nonresident
" 2nd Oct rules D. N. Confd.
and Contd. O.P for nonresident
" 1st Nov rules taken the last
Monday in Oct O.P Complete
& Cause set for hearing

June Term 1897 Decree
final See Chy Order Book
6 Pages 22-3

Plffs Costs		Deffs Costs	
C	7.40	C	1.95
Jar	1.50	Depos	2.75
Sheff	1.00		$4.70
Printer	6.00		
Depos	7.50		
Cler	1.50		
Rents	2.99		
	$41.39		

C 1.95
Dep 2.75
4.70
41.30
$45.00

Plffs Costs
C 7.40
J 1.50
S 1.00
Prin 6.00
Depos 7.50
Cler 1.50
R 2.99
41.39